

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO. GS-07B-15901

THIS LEASE, made and entered into this date by and between: **M.L. Harris & Company**

Whose address is: **10900 Hefner Pointe Drive, Suite 200  
Oklahoma City, OK 73120**

And whose interest in the property hereinafter described is that of **OWNER**,

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A facility to be constructed on a pre-selected site of a 10.0 acre tract of land contained in a parcel known as the Anselmo Pru(e) Survey No. 20., Abstract 574 San Antonio, Bexar County, Texas, and described in the ASSIGNABLE OPTION TO PURCHASE AGREEMENT in the Solicitation For Offers. Paragraph 17.12. The facility will be constructed in accordance with the Design Intent Drawings and Solicitation for Offers (SFO) 2TX0254 and its Amendments and will consist of approximately 145,000 rentable square feet. Premises shall yield approximately 130,773 square feet of office area space.

Lessor shall provide parking in accordance with Amendment 5 to the Solicitation for Offers 2TX0254.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the Date of Acceptance by the Government for a period of fourteen years subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$4,723,000.00 for the fourteen years or \$32.57 per rentable square foot at the rate of \$393,583.33 per month for fourteen years to be paid in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

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4. The Government or Lessor may not terminate this lease at any time during the fourteen year term.
5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

**This paragraph is deleted without substitution**

~~Provided notice be given in writing to the Lessor at least N/A days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

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6. The lessor shall furnish to the Government, as part of the rental consideration, the following:
- a. Such facilities, utilities, services, maintenance, janitorial services and tenant improvements shall be provided in accordance with the terms of the attached Solicitation for Offers 2TX0254, its Amendments, and the Government's SF-2 (U.S. Government Lease for Real Property).
    - i. The lessor shall be responsible for the preparation of the shell and core layout in accordance with paragraph 3.16 of the SFO. The core and layout drawings will be reviewed but shall not relieve the lessor of the obligation to meet the terms of the Solicitation for Offers. The Government does not assume the risk for the accuracy of the core and layout drawings. It is the responsibility of the lessor and his architect to incorporate all aspects of the Solicitation for Offers into the core and layout drawings. The Government shall have ninety (90) days to prepare Design Intent Drawings. The lessor shall obtain approval from both GSA and FBI for any and all proposed variations from the Design Intent Drawings prior to incorporating such variations into any submission of the construction drawings. Construction drawings are the responsibility of the lessor.
    - ii. The lessor shall provide daytime cleaning during normal building hours of 8:30 a.m. and 4:30 p.m.
    - iii. The tenant improvement costs of \$4,620,000.00 will be amortized for 300 months beginning when the space is accepted for occupancy at the rate of (b) (4). The annual costs of tenant improvements is \$ (b) (4) payable in the rent at the rate of \$ (b) (4) per month.

In the event that the agency vacates the premises after the fourteen year firm term of the lease, the agency will not be obligated for any unamortized portion of the Tenant Improvements.

7. The following are attached and made a part hereof:
- a. Standard Form 2, U.S. Government Lease for Real Property (5 pages)
  - b. SFO 2TX0254 dated 11/14/04 (pages 1 – 78)
  - c. Specific Room Requirements (pages 79 – 160)
  - d. Forms title pages sent with solicitation not needed for lease document (pages 156 (miss enumerated) – 175)
  - e. Amendments 1 – 9
  - f. Metes and Bounds Description - ALTA survey (2 pages with two (only 2) site plans, please return both for signatures)
  - g. GSA Form 3517B, General Clauses dated 12/03 (28 pages)
  - h. GSA Form 3518, Representations and Certifications dated 07/04 (7 pages)
  - i. Assignable Option and addendum (7 pages and 4 pages)
  - j. Wage and Hour Determinations for Bexar County (8 pages) dated 03/04/05 (Phase II offers received 05/03/05 with rental consideration)
  - k. Unit Cost for Adjustments (2 pages)
  - l. Lump Sum Costs for Adjustments (2 pages)

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The following are made a part of this lease by reference:

- a. Phase I Proposal dated January 31, 2005
- b. Phase II Proposal (Books 1 & 2 ) dated May 3, 2005
- c. Best and Final Proposal (Books 1 & 2) dated July 28, 2005
- d. Second Best and Final Offer (Books 1 - 3) dated September 29, 2005

8. The following changes were made in this lease prior to its execution: A one time lump sum payment or rent reduction of \$50,000 will be accepted from the offeror for the following deviations from the General Clauses as described below:

552.270-5 - SUBLETTING AND ASSIGNMENT (SEP 1999)

- a. The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such assignment or subletting. Any assignment or sublet shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld. Should the Lessor not consent to any assignment or sublet, said portion of space shall be returned to the Lessor with no rental accruing after its return.

15.552.270-10 - FAILURE IN PERFORMANCE (SEP 1999)

- b. The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

Is modified by the addition of the following:

- c. "Before exercising any right to offset rent or terminate this lease as may be provided for or allowed under the lease, the Government shall provide the Lessor and the first mortgagee with notice and a reasonable opportunity to cure given the nature and circumstances of the default. It shall be the Lessor's responsibility to provide the Government with the proper name and address of the first mortgagee. In the event the default in question can not be cured within a reasonable cure period as determined by the Contracting Office or his designated representative, the Lessor or the first mortgagee shall be entitled to such additional time as may be reasonably necessary to cure such default, provide the Lessor begins to effectuate such cure during the initial cure period and proceeds diligently thereafter to complete such cure. Notwithstanding the foregoing, the Lessor has a maximum cure period of 120 calendar days, provided that such period may be extended in the reasonable discretion of the Contracting Officer. If the default is not cured within the extended cure period, the Government may correct the deficiency and deduct the cost, including administration costs, from the rental due.

552.270-7 - FIRE AND CASUALTY DAMAGE (SEP 1999)

- d. If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as reasonably determined by the Contracting Officer or his designated representative, the Lessor or the first mortgagee shall be allowed a reasonable amount of time, not to exceed 270 days, from the date of occurrence of the destruction or damage, to repair or restore the leased premises to a tenable condition, considering the nature and the extent of the partial destruction or damage, and provided the Lessor or the first mortgagee submits to the Contracting Office or his designated representative a

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schedule showing the work can be completed within reasonable amount of time, not to exceed 270 days from the date of occurrence of the destruction or damage. If the Lessor or the first mortgagee fails to timely submit a schedule for completing the work or fails to diligently pursue such repair or restore the lease premises within the scheduled time, or fails to diligently such repair or restoration, the destruction or damage until such time as the affected space has been repaired or restored. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

9. This lease is subject to operating cost adjustments in accordance with the provisions of paragraph 3.8 of the SFO 2TX0254. The times of operations are from 8:30 a.m. to 4:30 p.m. The base for operating cost escalation is established at (b) (4)
10. This lease is subject to real estate tax escalations in accordance with the provisions of Paragraph 3.7 of the SFO Phase II. The Government occupies 100% of the building for purposes of tax escalation. The base year for taxes is the first year of full assessment.
11. This lease is subject to adjustments for vacant space in accordance with the provisions of Paragraph 3.12 of the SFO Phase II. The adjustment will be \$1.25 per rentable square foot.
12. Per Amendment 3 to the SFO 2TX0254, the Government will take a rental deduction of \$3000.00 to fund an ALTA Survey on the site chosen of approximately 10.0840 acres of vacant land out of a 148 acre tract described by Deed recorded in volume 7451 page 2087 of the official public records of real property of Bexar County Texas and being out of the Anselmo Pru original survey No. 20. Abstract 574.NCB.14861, City of San Antonio, Bexar County Texas. The successful offeror will expect a rental reduction on his first month rent.
13. Per Amendment 2 to the SFO 2TX0254 each offeror will allocate \$24,877.56 to fund an Environmental Assessment on the site chosen of approximately 10.0840 acres of vacant land out of a 148 acre tract described by Deed recorded in volume 7451 page 2087 of the official public records of real property of Bexar County Texas and being out of the Anselmo Pru original survey No. 20. Abstract 574.NCB.14861, City of San Antonio, Bexar County Texas. The successful offeror will expect a rental reduction on his first month rent.
14. The common area factor (CAF) is established at 1.10879%.
15. If ordered and authorized by the Contracting Officer or his designated representative, the lessor shall provide use of the HVAC system beyond the normal building hours of 8:30 am and 4:30 pm at the rate of \$.0006 per rentable square foot per hour with a minimum charge of \$50.00.

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16. All questions to this lease shall be referred to the Contracting Officer of the General Services Administration or their designee. The Government occupant is not authorized to administer this lease and the General Services Administration assumes no responsibility for any costs incurred by the Lessor except as provided by the term of this lease or authorized in writing by the Contracting Officer or their designee.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR BY _____ (Signature)	(b) (6)	Manager
IN PRESENCE OF:		
_____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA _____ (b) (6)	DAPHNE HADLEY, CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 TAYLOR STREET, RM 12B100 FORT WORTH, TEXAS 76102 (Official title)	

**FEDERAL BUREAU OF INVESTIGATION  
FIELD OFFICE  
SOLICITATION FOR OFFERS**

**THE GENERAL SERVICES ADMINISTRATION  
FOR  
THE FEDERAL BUREAU OF INVESTIGATION  
IN  
San Antonio, Texas**

NAME: Daphne Hadley  
TITLE: Contracting Officer

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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## **1.0 SUMMARY**

### **1.1 GENERAL PROVISIONS**

Unless otherwise noted, all references to "provide" and "install" shall be the responsibility of the Lessor. Likewise, the "provide" or "install" reference, when used by itself, shall require **BOTH** provision and installation of said item.

### **1.2 DESIGN EXCELLENCE**

A. This project is an opportunity in design and construction excellence. The design must integrate the building into the fabric of the surrounding community and balance the following:

1. An efficient working environment that can accommodate ongoing technological innovation and allow for a technologically state-of-the-art workplace throughout the project's useful life;
2. design, construction, and ongoing operation of the project that minimizes the impact on the environment and the utilization of energy and other scarce and non-renewable resources;
3. innovative design approaches that express the FBI's purpose and identity;
4. design that exemplifies accessibility within the context of a public/private sector project; and
5. a competitive best value lease procurement.

B. GSA's goal is to maximize the above factors in the design and construction of the facility while maintaining an operating lease. Refer to subparagraph C.11 in the "How To Offer" paragraph in the OFFER EVALUATION section of this SFO.

### **1.3 AMOUNT AND TYPE OF SPACE**

A. The General Services Administration (GSA) is interested in leasing approximately 145,000 rentable square feet of space to house the Federal Bureau of Investigation (FBI) Field Office. The rentable space must yield a minimum of 126,000 American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (previously Usable) square feet, as defined elsewhere in this Solicitation for Offers (SFO), to a maximum of 132,300 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment.

B. All space shall be contiguous both horizontally and vertically with a minimum floorplate of 25,000 ANSI/BOMA Office Area square feet to a maximum floorplate of 35,000 ANSI/BOMA Office Area square feet. Column spacing within the office shall be a minimum 30 feet, 0 inches on center (O.C.) each way to a maximum of 40 feet, 0 inches O.C. each way.

#### **C. PARKING:**

##### **1. Amount and Type.**

- a. The Lessor shall provide a minimum of 209 inside secured parking spaces and 22 outside secured parking spaces for official Government vehicles. These spaces shall be available on site and shall be secured as described below. The spaces shall be non-tandem (no stacked) parking spaces, capable of accommodating full-size passenger vehicles, utility vehicles, and light trucks.
- b. One additional reserved parking space shall be provided at a separate, service/non-public entrance for suspect drop-off and for deliveries. This parking space shall be near the building service elevator to facilitate deliveries and the movement of furniture, etc.
- c. In addition to parking for the 231 official Government fleet vehicles referenced in the above 1.a. subparagraph, the Lessor shall provide parking as normally furnished in accordance with local codes and based on the square footage to be occupied by the Government. The Lessor shall provide no less than 1.5 parking spaces per 1,000 square feet. A minimum of 20 visitor parking spaces shall be provided.
- d. Signs shall be provided and installed in the visitors parking area to alert the public to stringent towing policies and the removal of unauthorized vehicles. Signs shall indicate the following: "A \$50 to \$300 fine will be imposed for violations."
- e. Refer to the "Ceilings" paragraph in the ARCHITECTURAL ELEMENTS AND FINISHES section of this SFO.

##### **2. General.**

- a. All parking shall afford 24-hour access and egress 7 days a week, including holidays. The Government shall reserve the right to park any number of official vehicles within the secured area at no additional cost.
- b. All parking spaces shall be newly striped and numbered. Ventilation and exhaust of carbon monoxide shall be in accordance with federal and local codes. Travel paths and exiting arrangements shall be in accordance with National Fire Protection Association (NFPA) to allow adequate ingress to and egress from and within the parking area. Parking spaces for official vehicles shall be a minimum 10'-0" wide x 18'-6" long with a 24-foot, 0-inch wide two-way drive aisle. The size of code-required and visitor parking spaces shall comply with code requirements.

(b) (6)



3. Security.

- a. If secured parking is to be provided in the office building, the building shall have a minimum of two 12'-0" wide x 11'-0" high electrically-operated roll-up doors to allow for adequate ingress and egress from the parking area. Separate ramps shall be provided for access and egress from the basement parking area, if provided.
- b. Roll-up door operating mechanisms shall be heavy-duty, 70,000 cycles minimum per year, equipped with manual bypass, and designed for high frequency use. Doors shall be solid-type construction, heavy-duty commercial/industrial grade for high frequency use.
- c. All roll-up doors shall be 1) lockable, 2) equipped with safety sensors, 3) automatic with manual override, and 4) placed on the FBI's emergency generator system. Ground loop detectors shall be embedded in the driveway at exit door for exiting purposes.
- d. *Inside, Onsite, Secured Parking.* Parking shall be provided within the single-tenant building or in an adjacent parking structure to be occupied solely by the FBI. If located in an adjacent parking structure, roll-up doors, safety sensors, and loop detectors shall be provided as described previously. Entrances and exits and exterior portion between parking decks shall be completely enclosed either with solid masonry construction or, at a minimum, with slab-to-slab fencing, #11-gauge, with top and bottom rails on fencing and all gates, vehicular and pedestrian. The Lessor shall provide an average of 10 foot-candles of lighting at all times in the inside secured parking area.
- e. *Outside, Onsite, Secured Parking.* Surface parking shall be provided adjacent to the single-tenant building or in an adjacent parking structure to be occupied solely by the Government. Secured surface parking, as a minimum, shall consist of #11-gauge fencing, 8 feet, 0 inches minimum height, with 3 strands of barbed wire, and top and bottom rails on fencing and all gates. Entrances and exits and exterior portion between parking decks shall be completely enclosed either with solid masonry construction or, at a minimum, with slab-to-slab fencing, #11-gauge, with top and bottom rails on fencing and all gates, vehicular and pedestrian. All vehicle gates shall be 1) heavy-duty commercial grade, 2) lockable, 3) equipped with safety sensors, 4) automatic with manual override, and 5) placed on the FBI's emergency generator system. Ground loop detectors shall be embedded in the driveway at each exit gate for exiting purposes. A minimum of 2 pedestrian gates with locking hardware shall be provided. The Lessor shall provide an average of 2 foot-candles of lighting at all times in the outside secured parking area.
- f. In addition, only the FBI shall have access to any parking structure within or attached to the building to be occupied by the FBI. Access to Government parking areas shall be limited to Government vehicles and personnel. The FBI will provide and install a separate access control system for the secured Government parking area. Refer to the "Access Control" subparagraph in the "Interior Conduit" paragraph of the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.

D. Approximately 240 square feet of the ANSI/BOMA Office Area space mentioned in subparagraph A will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. Offerors must advise the Government if such rights exist.

E. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the ADMINISTRATION section of this SFO.

**1.4 EXPANSION CAPABILITY**

The Lessor shall be capable of providing no less than 25 percent contiguous expansion space and 25 percent of the total secured parking spaces over the life of the Government's entire lease term. The expansion space shall not compromise the established perimeter security setback. Provision of the expansion space shall be accomplished with minimal disruption to the tenant. All structural reinforcements required to accommodate the Lessor's expansion proposal must be included in the Offeror's initial cost proposal.

**1.5 LOCATION IN THE COMMUNITY/SITE OPTION AGREEMENT**

- A. The locations selected for the FBI Field Offices must be easily accessible to major highway arteries. The space shall be located in surroundings that are conducive to a professional business area or a campus-like environment with buildings of a similar nature.
- B. The Field Office will be constructed on a site of approximately 10 acres (5542 Hausman Road) in the City of San Antonio, Texas. See the attached Assignable Option to Purchase Agreement. The site consists of unimproved land to which the utilities and infrastructure and all off-site improvements (excluding sidewalks and driveways) are available. It is the sole responsibility of the successful Offeror to obtain and connect the necessary services from the local utility companies. The successful Offeror agrees to be bound by the Memorandum of Understanding and Real Property Conveyance Agreement. Refer to the FORMS section of this SFO.
- C. The FBI shall not be located near Public Defenders, US Customs/Immigration and Naturalization Service, Social Services, Probation Offices, or other businesses or facilities deemed unacceptable by the FBI for security purposes.

(b) (6)

**D. LOCATION AMENITIES:**

Adequate eating facilities are to be located within ½ mile and other employee services, such as retail shops, cleaners, banks, etc. shall be located within ½ mile.

E. Accessibility to public transportation and public parking is required.

**1.6 SITE SECURITY**

A. For security purposes, the office shall be located in a single-tenant, stand-alone building. The FBI shall have exclusive use of the site, unless otherwise agreed to by the FBI.

B. Where applicable, multiple-tenant buildings or existing buildings which meet the below criteria may be considered by the Government. In the event a multiple-tenant building is offered and/or considered, the office shall be located on the second floor or above. First floor space will be considered by the Government only when no other space is available.

C. The office building shall be 1) surrounded by a perimeter vehicle barrier that is inside the property line and 2) a minimum of 100 feet, 0 inches from the nearest facade of the building. The perimeter barrier may be composed of natural, mechanical, and fixed means and shall comply with FBI requirements. Where space is being solicited for an Annex Facility in conjunction with this requirements package, the 100-foot, 0-inch setback shall include the entire Annex Facility. Alternate proposals for the perimeter vehicle resistant barrier shall consist of a detailed design and accompanying calculations from a registered professional engineer. Proposed substitutions will be evaluated to determine if their acceptance would be beneficial to the FBI. Only proposals that are, in the opinion of the Government, clearly beneficial to the FBI will be approved. Refer to the "Security: Conceptual Fence Detail" diagrams in the DIAGRAMS AND SPECIFICATIONS section of this SFO. The perimeter barrier shall also be compatible with the design of the building and shall be aesthetically compatible with the building and the Annex, if applicable. Unsightly elements, if any, shall be concealed. In addition, the barrier shall be capable of preventing a 10,000-pound (lb.) vehicle traveling at 50 miles per hour from penetrating more than 10 feet, 0 inches beyond the perimeter barrier. In all cases, terrain and arrangement of the entrances to the site shall be used to limit the speed of approaching vehicles.

D. Secured parking and employee parking must be located inside the above perimeter barrier, but they have no minimum distance requirement from the barrier. Visitor parking must be located outside the barrier. Trash dumpsters may be located within the barrier but shall be placed as far away from the buildings as practicable.

E. All areas designated for future expansion must also comply with the perimeter barrier requirements. Detailed proposals and calculations for the barrier shall be submitted to the FBI for review and approval at or before the 65 percent submission of construction documents. The complete barrier is required for acceptance of the project's substantial completion.

F. The site shall provide 2 separate means of direct vehicular access to a throughstreet or throughstreets. For security purposes, the points of ingress/egress will require physical separation. This separation shall be maximized based upon both the configuration of the site offered and final approval of the proposed site plan by the FBI.

G. The Lessor shall provide direct pedestrian access into the building from the street/sidewalk.

H. Access to parking areas and driveways within the area of the established setback shall be restricted with a hydraulic barricade system, with 2 barricades per each entrance required. The barricade system shall be Delta Scientific Corporation Model #TW2015, Telephone 805-257-1800; Nasatka NMSB XI, Telephone 301-868-0301; or an equivalent pre-approved by the GSA Contracting Officer, herein called Contracting Officer. Substitutions must be made known at the initial Phase 2 offer stage and approved by the Contracting Officer. All barricades shall be provided with an auto-close option. The Lessor shall provide and maintain the hydraulic barricade system. The Lessor shall be required to provide proper operation and sequencing of barricades per FBI requirements. The FBI access control system will provide only the starting signal. The barricade system shall be tied into the essential power system. The barricade system shall have a manual and remote operation option. An override control shall be provided in Room 91. Refer to the "Security: FBI Typical Vehicle Entrance Plan" diagram and specifications in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

I. The Lessor shall provide a guard booth and median at the site entrance used by the public. The guard booth shall reflect and complement the appearance and construction of the exterior facade of the main building. The final design, including the location of the guard booth, must be reviewed and approved by the FBI. Heating, ventilation, and air conditioning (HVAC), lighting, and all convenience receptacles and branch circuits for gates and vehicle barricades shall be connected to the FBI's essential power system. Refer to the "Exterior/Site Conduit" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section and the "Guard Booth" paragraph in the SPECIFIC ROOM REQUIREMENTS section of this SFO.

**1.7 LEASE TERM**

The lease term is for 14 years. GSA may terminate this lease at any time after the initial term on 120 days written notice to the Lessor.

**1.8 OCCUPANCY DATE**

A. Occupancy is required within 22 months from the date of award of the lease.

(b) (6)

**B. EARLY ACCESS:**

1. In order to facilitate the FBI's occupancy of this space, the Government shall be allowed early access for the purposes of delivery and installation of specialized cabling, furniture, and equipment. The FBI will require access to the entire space and ceiling systems to pull telephone, alarm, and fiber optic cabling prior to the contractor's installation of the ceiling grid system. The FBI's complete cable tray/wireway system shall be installed and available for use at this time. This work will be coordinated with the contractors and the FBI vendors to avoid conflict in completion of the buildout. In addition, the Government shall require that the FBI's communications and systems furniture contractors be afforded access to specific rooms prior to scheduled acceptance of the space. The Lessor shall have the HVAC systems functional at this time.
2. Areas requiring 45 days early access are:
  - a. Room 88
  - b. Room 93 and Room 94
  - c. Room 96
  - d. Room 98
  - e. Room 99
  - f. Room 100 and Room 101 and Room 102
  - g. Systems Furniture Areas
  - h. Loading Dock
  - i. Service Elevator
  - j. The above rooms shall be completed early, to include dedicated 24-hour HVAC and essential power systems, and the contractor will not be allowed access to these rooms after acceptance by the FBI. The systems furniture areas, loading dock, and service elevator will not be restricted as far as access by the contractors.
3. Areas requiring 15 days early access to allow installation of Space Saver systems are:
  - a. Room 87.

**1.9 BUILDING SHELL DEFINED**

- A. It is the intent of the Government to lease a building shell with a space buildout cost. All improvements required for the building shell, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. The following definition of "Building Shell" is provided to assist in completion of GSA Form 3517, General Clauses.
- B. The building shell rental rate shall include all owner expenses including, but not limited to, basic building systems and common area build-out including 1) base building lobbies, 2) common areas, and 3) core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO. The Lessor's buildout obligations in providing a building shell include all costs of demolition to the offered usable square feet including the base building, lobbies, common areas, and core areas as required in this SFO.
- C. The following building shell systems and finishes shall be provided in accordance with specifications provided in this SFO and shall be installed and coordinated with the space improvements defined below:
  1. **Building.** The building exterior shall be complete, including the installation of all 1) windows, 2) fireproofing, and 3) finished slab, smooth and level (in accordance with the highest industry standards but not less than the American Cement Institute ACI-80 Standards) concrete floors ready to receive carpet or resilient floor tiling. Means of fire egress areas, including stairwells and exterior exits, shall be completed and operational.
  2. **Passenger and Service Elevators.** The elevators shall be completed and operational. The elevator lobbies on the main floor and all floors that the Government occupies shall be complete with 1) finished ceiling, finished lighting, and floor coverings; 2) fire/smoke doors, which will be finished, recessed double doors, solid-core wood doors installed with hardware; 3) walls, completed with wall coverings and base in accordance with this SFO; 4) elevator doors and frames, which will be painted metal, and call button and hall lantern face plates, which will be stainless steel; and 5) an evacuation plan. Refer to the "Elevators" paragraph in the GENERAL ARCHITECTURE section of this SFO.
  3. **Building Common Area Restrooms.** The building's common area restrooms shall be completed and operational in accordance with the "Toilet Rooms" paragraph and the "Toilet Rooms: Fixture Schedule" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
  4. **Plumbing.** The Offeror must include cost of plumbing in common areas, such as for toilet rooms, as part of shell cost. The plumbing required in the Government-occupied area will be considered a space buildout cost. However, the hot and cold water risers and domestic waste and vent risers installed and ready for connections required for space improvements shall be included in the shell rent.

(b) (6)

5. *HVAC.* Complete air conditioning and heating system and associated temperature control system throughout the Government-demised areas shall be installed and operational. Controls in tenant areas will be attached to walls during space improvements. All HVAC equipment and distribution such as main lines, branch lines, variable air volume (VAV) units, dampers, flexible connections, and diffusers for an open office layout are to be installed and operational. Conditioned air through medium pressure ductwork at a rate of .75 cubic feet per minute (cfm)/square foot of ANSI/BOMA Office Area square foot area shall be provided.
6. *Doors.* Exterior building doors and doors necessary to access the lobbies, common areas, and core areas, including all associated framing, hardware, and locksets, shall be installed and operational. This does not include suite entry doors and interior doors specific to tenant alterations. Related hardware shall be installed per specifications.
7. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) shall be finished with paint and base. Perimeter walls are defined as walls between tenants and/or walls defining the public corridor. Permanent partitions must be provided as necessary to surround stairs, corridors, elevator shafts, toilet rooms, janitor closets, and the Government-occupied premises from other tenants on the floor.
8. *Lighting.* The Offeror must include the cost of the lighting in the common areas as part of the shell cost. The lighting required in the ANSI/BOMA Office Area square foot area will be considered a space buildout cost. Parabolic type 2'-0" wide x 2'-0" deep fluorescent lighting fixtures shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet.
9. *Floor Finishes.* The Offeror must include cost of floor covering in common areas as part of shell cost. Carpet or resilient flooring shall be installed and coordinated with tenant buildout alterations. Floor finishes required in the ANSI/BOMA Office Area square foot area will be considered a space buildout cost.
10. *Ceiling.* The Lessor shall provide and install a complete acoustical ceiling system (which includes grid and tegular 2'-0" wide x 2'-0" long lay-in tiles) throughout the Government-demised areas and all common areas accessible to Government tenants. Refer to the "Ceilings" paragraph in the ARCHITECTURAL ELEMENTS AND FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with space improvements.
11. *Mechanical/Electrical/Telecommunication Rooms.* Mechanical/electrical/telecommunication rooms shall be completed, operational, and ready for space improvements. The telephone and electrical closets will include a telephone backboard and electrical distribution panelboards, respectively. Conduit shall be installed from the electrical closet to individual ceiling junction boxes.
12. *Janitors Closet.* The janitor's closet shall be completed with painted walls, floor coverings, resilient base, and plumbing.
13. *Electrical.* The Lessor will be responsible for providing primary power sufficient to operate Class-A downtown office space in each premises which the Government will occupy to the building's main electrical distribution panel located in the electrical room. The Lessor will be responsible for satisfying all electrical requirements per code in all common areas. The cost of distributing secondary power within the Government-occupied space will be included in the space buildout costs. The electrical power distribution panels and circuit breakers available in the electrical closet(s) shall have a minimum capacity of 277/480 V and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
14. *Safety and Environmental Management.* Complete safety and environmental management throughout the Government-demised areas shall be at the expense of the Lessor. The safety and environmental management throughout the building shall be in accordance with federal, state, and local codes, ordinances, and laws.
15. *Fire and Safety Systems.* All building standard fire and safety systems typical of Class-A downtown office space shall be installed and operational. This includes sprinklers, fire detection and alarm, essential power or generator systems, fire control, and other code requirements. In no instance shall such fire safety systems required by code be charged to the space buildout cost. All building-standard fire and safety systems shall be UFAS- and ADAAG-compliant. Where the UFAS and ADAAG conflict, the more stringent shall apply. Sprinklers are required in the Government-demised areas. The Lessor shall provide and install the sprinkler main and distribution piping in a "protection" layout (open plan) with heads turned down and escutcheon or trim plates.
16. *Building Shell.* All Offeror's administrative, overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the building shell shall be included as part of the base shell rental rate. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits.

#### 1.10 LUMP SUM PAYMENT ALTERNATIVE

The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for a portion of the construction costs. If the Government elects to pay a lump sum payment for a portion of the construction costs, the payment of the construction costs by the Government will result in a decrease in the rent.



**1.11 PHYSICAL CONSTRUCTION SECURITY**

- A. Prior to the start of construction at the site, the Lessor's contractor shall provide a minimum of 400 square feet of office space for multi-tenant or existing buildings or one 50'-0" long x 20'-0" wide trailer for dedicated use by the FBI where new construction is provided. The location of the office space or trailer(s) shall be determined in coordination with the Lessor and the FBI. The trailer(s) shall be fully equipped with operating HVAC systems, lighting, electricity, and a unisex toilet facility. The office space or trailer shall be made available for the FBI's use up to occupancy of the building. In the event the trailer must be removed from the site to accommodate site work or construction progress, the Lessor shall provide similar accommodations within the new building, to include access to the building's toilet facilities.
- B. The contractor shall provide adequate security to the entire construction site and the building(s), to include a temporary construction fence, throughout the entire construction period.
- C. The FBI will be permitted access to the construction site at all times and at all stages of construction. The FBI shall be permitted to perform security reviews and checks at any time and unannounced.

## **2.0 OFFER EVALUATION**

### **2.1 OFFER DUE DATE**

Final Revised Offers are due by May 1, 2005 and must remain open until lease award.

### **2.2 HOW TO OFFER**

A. Offers are to be submitted to the Contracting Officer at:  
General Services Administration  
Daphne Hadley, Contracting Officer  
819 Taylor Street, Room 12B100 (7PWB)  
Fort Worth, TX 76102

#### **B. OVERVIEW OF TECHNICAL EVALUATION AND SELECTION PROCESS:**

1. This lease will be competitively negotiated using the best value tradeoff process and the Two-Phase Design-Build Selection procedures in Subpart 36.3 of the Federal Acquisition Regulation (FAR). The best value tradeoff process permits tradeoffs among price and technical evaluation factors, allowing the Government to make an award to other than the lowest priced Offeror or other than the highest technically rated Offeror.
2. In Phase 1, Offerors are required to submit proposals that include information on the Offeror's technical approach and technical qualifications; detailed price proposals are not required. After evaluating Phase 1 proposals based on the Phase 1 minimum requirements and the Phase 1 evaluation factors, GSA will select, not to exceed, the five most highly qualified Offerors. Only those Offerors will be requested to submit Phase 2 proposals.
3. The Government does not intend to conduct discussions with Offerors during Phase 1. Therefore, it is imperative that Offerors ensure that their proposals comply in all respects with the submittal requirements set forth in this SFO. A Phase 1 proposal that fails to satisfy any Phase 1 minimum requirement will not be considered for inclusion in Phase 2.
4. In Phase 2, Offerors are required to submit technical proposals (including detailed design information) and price proposals. The Phase 2 proposals will be evaluated based on the Phase 2 minimum requirements and the Phase 2 technical evaluation factors and price.
5. This lease will be awarded in accordance with the negotiation procedures in FAR Part 15. Award will be made to the responsible Phase 2 Offeror whose proposal represents the best value to the Government, considering price and the Phase 2 technical evaluation factors. For this SFO, the Phase 2 technical evaluation factors, when combined, are significantly more important than price. However, price will become more important as the technical proposals become more equal. The Phase 1 and Phase 2 evaluation factors are listed in the "Other Award Factors" paragraph in the OFFER EVALUATION section of this SFO.
6. The Government reserves the right to incorporate this proposal into the contract to the extent that it is not inconsistent with or does not conflict with the terms of this SFO and/or contract. In cases of conflict, the latest written change to the language of the SFO and/or contract by the Government shall prevail.

#### **C. The following documents shall be submitted as part of the pricing package in Phase 2:**

1. GSA Form 1364, Proposal to Lease Space (enclosed) and Attachment to the GSA Form 1364 or similar form which clearly structures the rental as follows:
  - a. A lease rate per square foot for the building shell, including fixed costs but excluding variable costs from line 27 of GSA Form 1217, Lessor's Annual Cost Statement. It is the intent of the Government to lease a fully-serviced facility. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. The shell will also include all owner expenses, property financing (except space buildout cost financing), insurance, management, profit, architectural fees, and any other fees. Refer to the "Building Shell Defined" paragraph in the SUMMARY section of this SFO.
  - b. The annual cost per square foot for the cost of variable services and utilities.
  - c. The annual percentage interest rate to be used by the Lessor to amortize only the space buildout cost over the firm term of the lease. Refer to the "Building Shell Defined" paragraph in the SUMMARY section of this SFO.
  - d. The annual cost per square foot of the space buildout for the Government's ANSI/BOMA Office Area square footage, above the building shell as described in the "Building Shell Defined" paragraph in the SUMMARY section of this SFO.
  - e. A fully-serviced lease rate per square foot as a summation of the amounts broken out in the above subparagraphs a, b, and c.
  - f. All costs for overhead, profit, general contractors' fees, architectural-engineering fees, brokerage fees, land acquisition, site work, permits, and regulatory fees as well as state and local excise taxes and all miscellaneous fees for all shell and space improvement work shall be factored into offers submitted for shell rates, space buildout costs, and unit cost items.

(b) (6)

2. Unit price list (form enclosed). Refer to the "Unit Costs for Adjustments" paragraph in the ADMINISTRATION section of this SFO.
  3. Lump sum price list (form enclosed). Refer to the "Lump Sum Costs for Adjustments" form in the FORMS section of this SFO.
  4. GSA Form 1217, Lessor's Annual Cost Statement (form enclosed).
  5. GSA Form 3517, General Clauses (form enclosed).
  6. GSA Form 3518, Representations and Certifications (form enclosed).
  7. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO.
  8. A Plan for Subcontracting with Small, Small Disadvantaged, Women Owned Small Businesses, and HUBZone Small Businesses (if applicable).
  9. Evidence of existence of the offering entity (corporate resolution, partnership agreement, etc.).
  10. Evidence of financial capability, including an exercised Option Agreement on the site.
  11. Calculations which demonstrate that the present value of the net operating income over the life of the lease does not exceed 90 percent of the fair market value of the asset. Net operating income is derived by subtracting operating expenses, taxes, insurance, Lessor's management and building maintenance, and reserves for replacement costs from the gross annual rent.
  12. A percentage mark-up rate to be applied to change orders performed under the lease. Only the total estimated mark-up shall be provided, not the total estimated equitable adjustment. This rate must include all prime and first tier subcontractor overheads, general and administrative costs, bonds, insurance, commission, profit, and all other indirect costs which may be associated with work performed under this lease. Upon award of the lease, the mark-up rate offered by the award shall be used in determining all equitable adjustments, additive or deductive, which may be negotiated under the lease. The mark-up rate shall be used, when applicable, in determining only entitlement claimed by award under the Disputes clause. Refer to GSA Form 3517, General Clauses, 52.233-1, *Disputes (DEC 1998)*. Evaluation of a mark-up rate shall not obligate the Government to increase the value of the lease work. Failure to offer a mark-up rate shall result in rejection of the offer.
  13. A dollar-sum daily rate for compensable delays to which the Offeror may be entitled subsequent to award of the lease. The rate must include all costs which the Offeror may claim for compensable delays, including general contractor and subcontractor field and home office overheads. Upon award of the lease, the rate offered by the award shall be used in determining the awardee's entitlement for Government-caused delays, if any, by multiplying the rate by the total number of compensable work days. Evaluation of estimated delay costs shall not obligate the Government to relieve the Lessor of its burden to establish entitlement to compensation for delays which may occur on the project. Failure to offer a contract delay rate shall result in rejection of the offer.
- D. The following documents shall be submitted as part of the technical package in Phase 2. Failure to provide plans and/or specifications in accordance with these requirements may cause the offer to be deemed unacceptable and rejected accordingly.
1. Ten sets of drawings of dimensioned design concepts, to include the following:
    - a. Elevations of all facades (with proposed exterior materials noted).
    - b. Detailed site plan (with proposed exterior materials noted):
      - i. indicating the 1) footprint of the building, 2) area of the available setback, and 3) all paved areas including curb cuts, driveway entrances, parking areas, pedestrian walkways for the proposed property and areas designated for future expansion of the building and parking, property lines, easements, buffers, required set backs, complete vehicle barrier, fences, guard booth, retention ponds, and proposed outdoor mechanical and electrical equipment to support the building(s).
    - c. Aerial photos of the entire site.
    - d. Interior and exterior two-point perspectives which convey the salient features of the Offeror's solution.

e. Floor plans and building sections:

- i. Scale: 1/8" = 1'-0".
- ii. that clearly and accurately convey the 1) proposed column spacing and bay configuration; 2) core space location; 3) use and configuration; 4) location and number of elevators, shafts, and stairwells; 5) location, size, and configuration of fire corridors, lobbies, and similar areas; 6) location, nature, and proposed use of all building space not to be occupied by the Government; and 7) patterns of public, Government, and other tenant ingress and egress as well as travel through the building.
- iii. that reflect the proposed corridor pattern for a typical full (single-tenant) floor. The proposed corridors shall meet local code requirements for issuance of occupancy permits. GSA will review the proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors shall be defined by slab-to-slab partitions. Actual corridors in the approved layout for the successful Offerors' space may differ from the corridors used in determining the ANSI/BOMA Office Area square foot area for the lease award.
- iv. with identification of major building systems such as structural, mechanical, electrical, telephone, and data typical distribution, etc.
- v. with a list of finish materials for core areas of the building, specifically elevator cabs, lobbies, and restrooms.

f. Net usable and gross area calculations shall be shown on the drawings).

g. A concept for the physical perimeter barrier, hydraulic barricade system, and guard booth.

h. All architectural features of the space must be accurately shown. If requested, more informative plans must be provided within 10 days.

2. A fully-colored architectural exterior rendering.

3. One color board with examples/samples showing quality of floor and wall coverings, window treatments, lighting fixtures (building standard and upgraded), and hardware (building standard and upgraded).

4. Design concept narrative which shall be used by the Government in the evaluation of offers.

a. The narrative statement shall conceptually describe and analyze the nature of the building and its systems and features in relation to the Government's space program and other requirements of this SFO to indicate how the design would satisfy those requirements.

b. Each area which is intended to be upgraded above the minimum requirements of the SFO, is required to be fully explained and highlighted in the narrative and shall include the type of materials/equipment to be used. Samples may be provided to supplement the narrative. The Government reserves the right to incorporate this proposal into the contract to the extent it is not inconsistent with or does not conflict with terms of this SFO and/or contract. In cases of conflict, the latest written change to the language of the SFO and/or contract by the Government shall prevail.

c. Offerors shall provide a spreadsheet clearly identifying SFO standard, proposed upgrades, value added and impact to the project. The Offeror shall certify that all proposed upgrades will be included upon award and are included in the project cost.

5. Certification of a registered professional engineer that the design meets the seismic standards set out in this SFO.

6. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.

7. Schedule of major milestones showing projected start/completion dates beginning with lease award.

8. All plans submitted for consideration must have been generated by a Computer Aided Design (CAD) program which is compatible with Windows AutoCAD release 3.3, Architectural Desktop (herein called AutoCAD). The required file extension is .DWG. All clean and purged files are to be submitted on 3-1/2-inch double sided, high density diskettes, zip disk, or, if approved by the Contracting Officer, on CD-ROM.

E. Refer to GSA Form 3516, Solicitation Provisions, for instructions. If additional information is needed, the Contracting Officer shall be contacted.

F. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded; however, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. Offerors who desire to maximize protection of information in their offers may apply the restriction notice to their offers as described in the FAR provision 52.215-1(e), "Restriction on Disclosure and Use of Data."

2.3 TECHNICAL PROPOSAL EVALUATION CRITERIA

A. The information in Phase 1 shall be submitted no later than the close of business on the offer due date.



**B. PHASE 1:**

Phase 1 evaluates the Offeror's team (developer, architect, and professional engineers general contractor, and management team), key personnel, and management and technical approaches based on a number of factors. These factors include previous experience with 3 similar projects, (defined as projects of comparable size, scope, requirements, and technical complexity completed within the past 10 years, at least one of which was a design/build project), quality of past designs, key personnel qualifications, past performance, and management and technical approaches to cost control, project management, energy efficiency, and lease management. Refer to the "Other Award Factors" paragraph in the OFFER EVALUATION section of this SFO and to the "Past Performance" questionnaire attached to this SFO.

**1. Past Performance.**

**a. Factor Description:**

- i. This factor considers the quality of the Offeror's past performance in carrying out work of a similar nature with respect to design, construction, and/or design-build. Consideration will be given to success in areas of technical quality, delivery, timeliness, and budget maintenance. The definition of "similar projects" for evaluation purposes is described above. Each project evaluated need not have all the elements of similarity to be considered. However, the Offeror must demonstrate, through a combination of projects, similar experience in design, construction, and/or design-build.
- ii. Past performance information to be evaluated include timeliness of delivery/performance, including adherence to contract schedules and timely submission or performance of required tests and submittals; resolution of disputes and delays, number of "show cause" letters and cure notices issued, number of contract extensions resulting from contractor-caused delays; conformance to contract requirements, including quality of workmanship, timeliness, and adequacy of correction of deficiencies, number and extent to warranty problems; on-the-job safety performance record including the number of lost or restricted workdays due to occupational injuries in comparison to the national average; compliance with key contract provisions (e.g., subcontracting program, labor standards, safety standards, reporting requirements, etc.); the Offeror's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's business-like concern for the interest of the customer.
- iii. Evaluators will contact 5 projects that have similar scope, requirements, and/or complexity to the projects addressed by this SFO. If a joint venture, the Offeror shall submit both design and construction projects showing all required experience. Evaluators may consider performance on contracts which are not submitted by Offeror if they have knowledge of them. The same basic questions shall be asked of each reference contacted. Refer to the attached "Past Performance" questionnaire. The interviews shall be documented to indicate who called for GSA, who was interviewed, questions asked, and answers provided. The documentation must be reviewed by all evaluators.
- iv. **References.** The Government intends to contact those individuals and firms that are listed as references by the Offeror to 1) verify that the Offeror's characterization of its involvement is accurate and 2) solicit their assessments of the quality of those services that were provided. It is the Offeror's responsibility to verify that all references can be reached by telephone. If a reference cannot be located based upon the information provided by the Offeror, the Government is not required to consider the listed project. If the Government cannot obtain past performance information from a sufficient number of sources, then the Government may find a proposal unacceptable. The Government is not required to contact all references provided but will contact a sufficient number of references from each Offeror to ascertain a reasonable determination of the Offeror's Past Experience and Past Performance. Offerors will be required to sign an Authorization and Release to Obtain Past Performance Information Statement. Refer to the FORMS section of this SFO. The Government reserves the right to contact references not listed in the Offeror's proposal.
- v. **Confidentiality of Past Performance Information.** The Government reserves the right to maintain the confidentiality of the past performance information provided by the references listed by the Offeror, as well as references obtained by other means. By submitting a proposal for consideration under this solicitation, the Offeror agrees that it shall not seek to discover from any source the contents of such communications. The Offeror shall retain the right to be debriefed by the Government on its general findings as to its past performance but releases the Government from any obligation to divulge the source of any information relied upon its evaluation.
- vi. **Completeness of Past Performance Information.** Failure to list any project which qualifies for inclusion under the past performance criteria stated above may be grounds for drawing a negative inference as to an Offeror's qualifications or responsibility and may result in a determination that the proposal is not acceptable.

**b. Submittal Requirement:**

- i. All of the Offeror's key personnel must submit projects in which they have had a primary role in the performance of services within their respective disciplines in 3 multi-story commercial office buildings, involving approximately 100,000 gross square feet or more per building, within the past 10 years. At least 1 of the submitted buildings must have been a design-build project within the last 10 years. Failure to submit the required project information will result in the Offeror being considered unresponsive. Each Offeror's key personnel must have performed on 3 projects, and each shall submit the information on their project individually. Each of the projects submitted must include the completed "Past Performance" questionnaire attached to this SFO and a narrative of not more than 2 typewritten, single-spaced pages, one 8" wide x 10" long photograph, and project references with current contacts and telephone numbers for each project discussed. The narrative must 1) include sufficient information to show that the project discussed had similar scope, requirements, and/or complexity to the project described in this SFO and 2) address the questions posed in the "Past Performance" questionnaire.

(b) (6)

2. *Principal Team Member Qualifications.*

a. *Factor Description:*

- i. This factor considers design and construction experience, education, knowledge, and expertise of all the Principal Team Members (PTM). For the purpose of this section, PTM is defined as the principals of the:
  - (a) Offeror/developer,
  - (b) General contractor,
  - (c) Architect of Record,
  - (d) Design architect (if different from the architect of record),
  - (e) Structural engineer,
  - (f) Mechanical engineer,
  - (g) Electrical engineer, and
- ii. Consideration will be given to the following: 1) currently held position/title, 2) proposed project position/title, 3) education, 4) professional licensing and awards, and 5) relevant work experience over the past 10 years of PTM who will be assigned directly to the project.

b. *Submittal Requirement:*

- i. The developer/Lessor, architect of record, engineers, design architect (if different than principal), and general contractor shall each submit a 2-page resume stating responsibility for the proposed project. Resumes shall also describe 1) currently held position/title, 2) proposed project position/title, 3) education, 4) professional licensing and awards, and 5) relevant work experience over the past 10 years. In addition, the resume shall include a brief summary of the roles of the team member for the referenced projects. If role statements are not provided, it will be assumed that there is no significant project involvement. The Offeror's key personnel defined as the principals of the Offeror/developer, contractor or construction manager, and design architect and engineer (mechanical, electrical, plumbing, and structural), can not change after receipt of Phase 1 offers without the written approval of the Contracting Officer. Notification and submittal of a change in the Offeror's key personnel must be timely to allow for proper evaluation by the Government.

3. *Preliminary Building and Site Configuration.*

a. *Factor Description:*

- i. This factor considers the preliminary building and site configuration, to include the most effective utilization of the site as far as 1) siting of proposed public and employee entrances to the property from the street(s); 2) the proposed size, shape, and placement of the building(s) on the site; and 3) the tentative layout of all required parking. It shall also include a preliminary proposal for the future expansion of the building. It will consider the size and shape of the site being proposed, along with the incorporation of environmentally-friendly approaches toward the use of the site such as the retention of mature trees, natural land configurations such as ponds or berms or proposed retention ponds, or other proposed alternatives.
- ii. Site plans shall transform the philosophical idea into a design solution. The site plans shall demonstrate 1) a general understanding of the programmatic requirements and 2) the architectural cohesiveness of the 3 distinctive elements of the project (office, parking, and where applicable, the Annex Facility). The design shall demonstrate a plan for energy conservation and an environment-friendly methodology.
- iii. The site plan shall demonstrate an efficient use of the site. The design shall incorporate the tenant's security requirements while reflecting the openness and accessibility of the federal Government. The design shall demonstrate a respect for energy conservation and offer an environmentally-friendly design. Emphasis shall be placed on originality of design, which does not duplicate that of existing FBI Field Offices throughout the country, along with a smooth blending of the new building with the surrounding neighborhood and identification with that particular state.

b. *Submittal Requirement:*

- i. The Offeror must submit a preliminary site and building configuration proposal (drawings). The submission must include a site plan with building placements, layout of building entries, parking in relationship to building entry(ies), and expansion proposals. The proposal shall show at a minimum the common area and core space such as lobby, restrooms, stairwells, and elevators along with window placements for a typical floor.
- ii. Drawings: The Offeror shall submit a site plan showing the cohesive design of the programmatic elements (main building, secured parking, and, where applicable, the Annex Facility) in relationship with the code-required parking, visitor parking, and expansion proposals. The Offeror shall also submit floor plans and elevations of the building (all facades).

4. *Design Philosophy.*

a. *Factor Description:*

- i. This factor considers the Offeror's design philosophy relating to the proposal. The philosophy statement shall address the lead designer's philosophical approach towards design in general and specifically how the designer will approach this project, including the unique aspects of this site as it relates to the surrounding community.

b. Submittal Requirement:

- i. **Philosophy Statement:** The Lead Designer shall submit a narrative, using a maximum of 2 typewritten pages stating his or her approach towards design in general and specifically how the designer will approach this project, including the unique aspects of this site as it relates to the surrounding community. The narrative shall include the Lead Designer's 1) overall design philosophy, 2) approach to the challenge of resolving design issues within the PTM for this project, 3) the Lead Designer's level of ongoing involvement in the project through its completion, 4) important parameters/elements of the design that relate to this project, and 5) the philosophy of creating an attractive commercial office building that relates to its surroundings and presents a professional and impressive appearance. The narrative shall also include the designer's philosophy of creating an architectural design that smoothly incorporates the tenant's high level of security requirements yet reflects the openness and accessibility of the federal Government.

5. **Management Plan.**

a. Factor Description:

- i. This factor considers a narrative describing the management during 1) the construction of the building and 2) the term of the lease. It shall include operations, property management and maintenance, responsiveness to and resolution of problems, quality and cost control methods, and ownership retention plans after the tenant takes occupancy.

b. Submittal Requirement:

- i. Construction technical proposals shall include a narrative of no more than 10 typewritten pages, 1) identifying those quality-oriented features and procedures applied to projects listed under the "Past Performance" factor and 2) addressing how similar features will be applied to the proposed project. Statements regarding design excellence, construction quality, cost and schedule control methods and plans for effective communication must relate to proposed project requirements. An organizational chart highlighting personnel directly involved in this project shall be provided. In addition to the narrative, photographs, catalog cuts, and manufacturers' published documentation may be used as reference exhibits, provided they do not exceed 10 sheets. The Offeror shall indicate on a timeline all major actions/phases to deliver the project within the proposed completion time, complete with major interactions/inspections/approvals by the Government and other organizations not under the Offeror's control. The Offeror is responsible for establishing reasonable time allowances, including contingencies, for all project members' work and for involvement by outside organizations. The selection of a proposal by the Government does not constitute approval of the schedule included in this Management Plan. The proposal shall also address plans for ownership retention, property management after occupancy, and owner/tenant relationships. Other topics of discussion shall include partnering, value engineering, Potential Small Business outreach, safety, and "green" and environmental design.

C. **PHASE 2 DESIGN CONCEPT:**

The Phase 2 proposals will be based on the following technical evaluation factors.

1. **Design Excellence.**

a. Factor Description:

- i. This factor considers the overall quality of the design solution. It includes the following subfactors:

(a) Building Configuration and Expansion.

- (i) Factor Description: This factor considers building placement on the site, tentative layout of building entries, parking in relationship to building entries, floor loading, window placement, location of restrooms, stairwells, loading dock, service and passenger elevators, and property management offices. This factor also considers the expansion plan including how the expansion will be accomplished, the impact of the expansion on the original building design, estimated timeframes for delivery of the expansion space, and the plan to minimize disruption to the occupants during construction of the expansion space.

(b) Building Systems.

- (i) Factor Description: This factor considers the quality of the building systems throughout the buildings, including but not limited to: HVAC, electrical, lighting, elevator systems, plumbing, and structural systems.

(c) Exterior and Interior Design (including Materials).

- (i) Factor Description: This factor considers the quality of the overall building architecture. It considers both the aesthetic and the functional requirements of this SFO. The design shall reflect the dignity, dedication, and openness of the FBI and of the federal Government as a whole. This factor also considers the quality of the finishes proposed, including but not limited to: site materials, exterior building materials and interior building materials (such as lobbies, restrooms, executive areas, conference rooms, elevators, and general office space), and features which enhance the aesthetics of the interior space.

(b) (6)

b. Submittal Requirement:

i. Design Concept.

- (a) The Design Concept will consist of a narrative describing the building features and systems and a set of concept drawings. Please note that after the submittal of the Design Concept, no supplemental drawings or information will be evaluated. The Design Concept must be complete at submission.
- (b) **Design Narrative.** The Design Narrative will be no more than 10 typewritten pages and will consist of a concise but comprehensive concept narrative describing the basic design intent and all involved building systems/equipment/materials. At a minimum, the narrative shall address the below topics. Special emphasis shall be made for features, which are innovative and/or exceed minimum requirements. Special emphasis shall also be directed at critical functional issues of tenant productivity, energy conservation, indoor air quality, access to natural light, environmental safety, water conservation, accessibility, security, maintenance, taking maximum advantage of the natural features and strengths of the site and space flexibility. This outline is NOT listed in order of importance.
  - (i) **Urban Design:**
    - (A) Streetscape.
    - (B) Relationship to surrounding structures and uses.
    - (C) Coordination with community plans for neighborhood.
  - (ii) **Architecture:**
    - (A) Site use and planning.
    - (B) Landscape concept.
    - (C) Building concept.
    - (D) Exterior conceptual design and finishes.
    - (E) Net square feet and ANSI/BOMA Office Area square feet.
    - (F) Expansion.
    - (G) Public spaces.
    - (H) Interior conceptual design and finishes.
    - (I) Conveyance systems.
  - (iii) **Structural System:**
    - (A) Type of structural system: i.e., concrete or steel. Two-way or one-way slab. Steel beams with bar joists etc.
    - (B) Bay size.
    - (C) Lateral resistance system: Shear walls, moment resisting frames, etc.
    - (D) Provisions for seismic loadings.
    - (E) Floor loading per floor and/or area.
    - (F) Preliminary geotechnical data.
    - (G) Proposed foundation system.
  - (iv) **Mechanical Systems:**
    - (A) Design conditions and loads, including outside air quantities and control method.
    - (B) Heating and cooling equipment.
    - (C) Air handling equipment.
    - (D) Air distribution system.
    - (E) Control system.
    - (F) Utilities.
    - (G) Equipment access.
    - (H) Fire protection and smoke control.
    - (I) Building controls.
  - (v) **Electrical Systems:**
    - (A) Electrical Services: transformer, distribution, primary and secondary voltage, phases, conductor, and conduit types.
    - (B) Illumination: fixture type, lamp type, foot-candles, exit/emergency.
    - (C) Load calculation.
    - (D) Emergency power distribution.
    - (E) Normal emergency distribution routing.
    - (F) Equipment access.
    - (G) Distribution system.
    - (H) Specialty lighting.
    - (I) Office lighting.
    - (J) Fire alarm system.
    - (K) Lightning protection.
    - (L) Parking lot lighting and control.
    - (M) Hazardous areas.
    - (N) Energy management control system.
  - (vi) **Miscellaneous:**
    - (A) Green building materials/systems.
    - (B) Energy efficiency.

(b) (6)



- (c) Concept Drawings. Ten sets of drawings plus 2 colored renderings of interior and exterior perspective views shall be provided. Drawing sets are to include:
  - (i) Site Plan. Scale: 1" = 30'-0". The contextual site plan shall illustrate the relationship between the proposed building and neighboring structures/elements. The site plan shall show vehicular and pedestrian access and circulation.
  - (ii) Floor Plans. Scale: 1/8" = 1'-0". The drawings shall include all levels of the building and shall clearly illustrate the locations of all core areas, building system, and common areas. The structural grid and planning module shall be indicated.
  - (iii) Elevations. Scale: 1/8" = 1'-0". The exterior building elevations shall identify all building materials and include a maximum of 2 drawings. Elevations shall include any adjacent structures (and may include elements such as people, automobiles, and trees to provide scale).
  - (iv) Exterior Perspective. This drawing shall show a major view of the building exterior including trees, people, and automobiles, as appropriate. One rendered exterior perspective mounted on a presentation board shall be provided. Appropriate scale and colors shall be used to accurately illustrate proposed solution.
  - (v) Interior Perspective. This drawing shall show a major view of the interior of the building's main lobby. One rendered interior perspective mounted on a presentation board shall be provided. Appropriate scale and colors shall be used to accurately illustrate proposed solution.

## 2.4 OTHER AWARD FACTORS

- A. The lease will be awarded to the Offeror whose offer will be most advantageous to the Government, price and other award factors considered. The combination of factors below are significantly more important than price, and price will become more important as the technical proposals become more equal. The Government reserves the right to award to other than the highest ranking offer or other than the lowest bid in accordance with the greatest value concept of award.
- B. In Phase 1, the following factors are listed in descending order of importance.
  - 1. Past Performance.
  - 2. Principal Team Member Qualifications.
  - 3. Preliminary Building and Site Configuration.
  - 4. Design Philosophy.
  - 5. Management Plan.
- C. In Phase 2, these factors consider the technical excellence and appropriateness of the design in meeting program needs and goals. These factors are listed in descending order of importance.
  - 1. Building Configuration and Expansion.
  - 2. Building Systems.
  - 3. Exterior and Interior Design (including Materials).

## 2.5 NEGOTIATIONS (SEP 2000)

- A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative. The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased, or to be leased, with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offers that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

## 2.6 PRICE EVALUATION (PRESENT VALUE)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square foot area and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:

(b) (6)

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
2. If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 8 percent to yield a gross present value cost (PVC) per square foot.
3. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 8 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 4 percent compounded annually and discounted annually at 8 percent, then added to the net PVC to yield the gross PVC.
4. To the gross PVC will be added:
  - a. The cost of Government-provided services not included in the rental escalated at 4 percent compounded annually and discounted annually at 8 percent.
  - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
  - c. The cost of relocation of furniture and telecommunications, if applicable.
5. The sum of either subparagraphs 2 and 4 or subparagraphs 3 and 4, will be the per ANSI/BOMA Office Area square foot present value of the offer for price evaluation purposes.

## 2.7 ACCESSIBILITY

- A. The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations 41 CFR Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). If any offers are received which fully meet accessibility requirements of new construction, then other offers which do not fully meet these requirements will not be considered. Where standards conflict, the more stringent shall apply.
- B. The following UFAS provisions are clearly more stringent than the ADAAG—
  1. *Work Areas.* The UFAS requires that all areas be accessible where there may be employment of persons with disabilities. The ADAAG requires only that people with disabilities be able to approach, enter, and exit a work area. [UFAS 4.1.4; ADAAG 4.1.1(3)]
  2. *Work Surface Scoping.* The UFAS requires that 5 percent of all fixed or built-in employee work surfaces be accessible. The ADAAG does not require work surfaces in work areas to be accessible. Both the UFAS and the ADAAG require that 5 percent of fixed tables in public or common use areas be accessible. [UFAS 4.1.2(17) and 4.32; ADAAG 4.1.1(3) and 4.1.3(18)]
  3. *No Elevator Exception.* The UFAS has no exception to the elevator requirement in all multi-story buildings and facilities. The ADAAG provides an exception to the elevator requirement in certain buildings that are under three stories or have less than 3,000 square feet per story. [UFAS 4.1.2(5); ADAAG 4.1.3(5) Exception 1]
  4. *Entrances in Multi-Grade Buildings.* The UFAS requires at least one principle entrance at each grade floor to a building to be accessible. The ADAAG requires that 1) at least 50 percent of all public entrances be accessible and 2) the number of exits required by the applicable building/fire code be used in determining the total number of accessible entrances required in a building or facility. The UFAS requires more accessible entrances in certain multi-grade buildings. [UFAS 4.1.2.(8); ADAAG 4.1.3(8)]
  5. *Elevator Controls.* The UFAS requires elevator controls to be mounted no higher than 48 inches "unless there is a substantial increase in cost," in which case 54 inches is allowed. The ADAAG allows 54 inches whenever a parallel approach is provided. [UFAS 4.10.12(3); ADAAG 4.10.12(3)]
- C. FULL COMPLIANCE:  
 "Fully meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for new construction, including but not limited to: Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Workstations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.
- D. If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless a waiver of accessibility requirements is requested by the Contracting Officer and granted by the GSA Public Buildings Service Commissioner.

## 2.8 SEISMIC SAFETY

A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, as modified below. Where standards conflict, the more stringent shall apply. If any offers are received which fully meet seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.

### B. FULL COMPLIANCE:

1. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, **AS MODIFIED HEREIN**:

- a. FEMA-178, *NEHRP Handbook for the Seismic Evaluation of Existing Buildings*, shall be replaced with FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*.
- b. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

<b>BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)</b>			
<b>BUILDING TYPE<sup>1</sup></b>	<b>Model</b>	<b>Building Design Provisions</b>	
	<b>BOCA<sup>1b</sup></b>	<b>SBCCI<sup>1b</sup></b>	<b>Seismic UBC<sup>1b</sup></b>
Wood Frame, Wood Shear Panels (Type W1 and W2) <sup>2</sup>	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 <sup>4</sup>
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) <sup>3</sup>	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) <sup>5</sup>	*	*	1991 <sup>5</sup>
Unreinforced Masonry (Type URMA)	*	*	*

<sup>1</sup> Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.

<sup>2</sup> Buildings on hillside sites shall not be considered Benchmark Buildings.

<sup>3</sup> Flat Slab Buildings shall not be considered Benchmark Buildings.

<sup>4</sup> Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.

<sup>5</sup> URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.

<sup>6</sup> Refers to the UCB Section of the UBC.

<sup>1b</sup> Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.

\* No Benchmark year; building shall be evaluated using FEMA-310.

\*\* Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.

SBCCI Southern Building Code Congress International, *Standard Building Code*.

UBC International Conference of Building Officials, *Uniform Building Code*.

c. Section 1.3.2, Leased Buildings, shall be revised as follows:

i. Buildings leased by the federal Government are exempt from these standards if both of the following apply:

(a) The leased space is less than 10,000 square feet **AND**

(b) The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration,  $S_s$ , is less than 0.167 gravity (g), or for which the design one-second period response acceleration,  $S_1$ , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.

d. FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.

e. NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

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C. SUBSTANTIAL COMPLIANCE:

1. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

**2.9 EVIDENCE OF CAPABILITY TO PERFORM**

A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments must be signed by an authorized loan officer and at a minimum must state 1) amount of loan, 2) term in years, 3) annual percentage rate, and 4) length of loan commitment.
2. The name of the proposed construction contractor, as well as evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
5. Evidence of ownership or control of site.
6. Other information as deemed appropriate by the Offeror or as requested by the Government.

B. AFTER AWARD:

1. Within 30 days after award, the successful Offeror/Lessor shall provide to the Contracting Officer evidence of:
  - a. A firm commitment of funds in an amount sufficient to perform the work.
2. Within 45 days after the design intent drawings are issued by the Government, the Lessor shall provide to the Contracting Officer evidence of:
  - a. Award of a construction contract with a firm completion date; and
  - b. Issuance of a building permit covering construction of the improvements.

**2.10 AWARD**

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
  1. Standard Form 2, U.S. Government Lease for Real Property,
  2. GSA Form 3517, General Clauses,
  3. GSA Form 3518, Representations and Certifications,
  4. The pertinent provisions of the offer, and
  5. The pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.



### **3.0 ADMINISTRATION**

#### **3.1 RENTABLE SPACE**

- A. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
- B. Space to accommodate any proposed on-site property manager's office shall not be considered rentable or usable space for the Government's purposes. Location of the property manager's office shall be coordinated with the Government's design intent drawings.

#### **3.2 ANSI/BOMA OFFICE AREA SQUARE FEET**

- A. For the purposes of this SFO, the Government recognizes the ANSI/BOMA international standard (ANSI/BOMA Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." Refer to the "GSA Space Measurement Guidelines" drawing in the DIAGRAMS AND SPECIFICATIONS section of this SFO. This GSA drawing demonstrates how space measurement is to be computed.
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors, passageways (corridors in place as well as those corridors required by local codes and ordinances, and 5'-0" means of egress connecting all building common spaces requiring access required to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (see Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.
- C. The following areas shall not be considered as Office Area space: 1) building core common areas and 2) code-required 5'-0" means of egress to connect all to fire stairwells and building common spaces requiring access.

#### **3.3 COMMON AREA FACTOR (SEP 2000)**

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

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### 3.4 UNIT COSTS FOR ADJUSTMENTS

A. Several paragraphs in this SFO specify means for determining quantities of materials. These are Government projections to assist the Offeror in cost estimating. Actual quantities may not be determined until after the lease is awarded and the space layout completed. To enable an equitable settlement if the Government layout departs from the projection, the Offeror must list a unit cost for each of these materials. GSA will use each unit cost to make a lump sum payment or rental increase if the amount of material required by the layout is more than specified or take credit from rental if the amount is less than specified. Offerors are required to state in the offer or in an attachment the following:

	Item	Unit Cost
1.	Cost per linear foot of wall covering corner guards	
2.	Cost per floor-mounted dedicated duplex electrical outlet	
3.	Cost per wall-mounted dedicated duplex electrical outlet	
4.	Cost per floor-mounted shielded double duplex electrical outlet	
5.	Cost per wall-mounted shielded double duplex electrical outlet	
6.	Cost per floor-mounted double duplex electrical outlet	
7.	Cost per wall-mounted double duplex electrical outlet	
8.	Cost per floor-mounted telephone outlet	
9.	Cost per wall-mounted telephone outlet	
10.	Cost per floor-mounted data outlet	
11.	Cost per wall-mounted data outlet	
12.	Cost per combination data/telephone outlet	
13.	Cost per interior door, including hardware	
14.	Cost per 4-foot, 0-inch door, including hardware	
15.	Cost per standard 3-foot, 0-inch Dutch door, including hardware	
16.	Cost per 4-foot, 0-inch Dutch door, including hardware	
17.	Cost per double interior door, 6' 0" wide, including hardware	
18.	Cost per bullet-resistant door, UL 752, Level III, SPSA, including hardware	
19.	Cost per laminated window (size and price)	
20.	Cost per linear foot of office subdividing ceiling high partition, painted	
21.	Cost per linear foot of slab-to-slab partition, painted	
22.	Cost per square yard of carpet	
23.	Cost per square foot of vinyl composition tile	
24.	Cost per linear foot of vinyl wall covering	
25.	Cost per folding wall partition	
26.	Cost per linear foot of wall Type 1 metal studs extending from structural floor slab to structural ceiling, gypsum board extending 3 inches above finished ceiling, and 3-1/2-inch sound attenuation blanket extending from structural floor slab to 3 inches above finished ceiling	
27.	Cost per linear foot of wall Type 2 gypsum board extending from structural floor slab to structural ceiling slab with bullet-resistant material extending from floor slab to 12 inches above suspended ceiling	
28.	Cost per linear foot of wall Type 3 gypsum board extending from structural floor slab to structural ceiling slab with 9-gauge expanded metal mesh extending from structural floor slab to structural ceiling slab, securely anchored to the metal studs	
29.	Cost per linear foot of wall Type 4 gypsum board extending from structural floor slab to structural ceiling slab	
30.	Cost per linear foot of wall Type 5 gypsum board extending from structural floor slab to structural ceiling slab with 3-1/2-inch sound attenuation blanket extending from structural floor slab to structural ceiling slab	
31.	Cost per linear foot of wall Type 6 gypsum Type X board extending from structural floor slab to structural ceiling slab with 2 layers of gypsum board on the outside and 1 layer on the inside and 3-1/2-inch sound attenuation blanket extending from structural floor slab to structural ceiling slab	
32.	Cost per linear foot of wall Type 7 gypsum board extending from structural floor slab to structural ceiling slab with 2 layers of gypsum board on the outside and 1 layer on the inside, 9-gauge expanded metal mesh and 3-1/2-inch sound attenuation blanket extending from structural floor slab to structural ceiling slab	
33.	Cost per linear foot of 1-inch PVC conduit with pull-string	
34.	Cost per linear foot of 2-inch PVC conduit with pull-string	
35.	Cost per linear foot of 3-inch PVC conduit with pull-string	
36.	Cost per linear foot of 4-inch PVC conduit with pull-string	
37.	Cost per linear foot of 3/4-inch EMT conduit with pull-string	
38.	Cost per linear foot of 1-inch EMT conduit with pull-string	
39.	Cost per linear foot of 2-inch EMT conduit with pull-string	
40.	Cost per linear foot of 3-inch EMT conduit with pull-string	
41.	Cost per linear foot of 4-inch EMT conduit with pull-string	
42.	Cost per one 8-pair twisted shielded traveling cable to be provided between the elevator cab control panel and the elevator machine room. Cable shall be for FBI use only.	
43.	Cost per 2'-0" wide x 2'-0" long parabolic lighting fixture	
44.	Cost per 2'-0" wide x 4'-0" long parabolic lighting fixture	

### 3.5 ALTERATIONS \$100,000 OR LESS

A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form.

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The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.

- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

### 3.6 ALTERNATE PROPOSALS

- A. This SFO may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:
  - 1. Itemized costs for lump sum payment not to be included in the rental rate and
  - 2. A rental rate which includes the costs of these items.
- B. The Offeror must provide costs for both methods of evaluation on GSA Form 1364, Proposal to Lease Space, in order to be considered for award. GSA may elect the option it deems most favorable.

### 3.7 TAX ADJUSTMENT

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes. If the property is under a tax abatement, the base year shall be established as the first full year assessment after the abatement period ends.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. Failure to submit the proper invoice and evidence of payment within such time frame shall be a waiver of the right to receive payment resulting from an increased tax adjustment under this paragraph.
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
  - 1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. The Government shall be responsible for payment of any tax increase over the base year taxes only if the proper invoice and evidence of payment is submitted by the Lessor within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. The due date for making payment shall be the 30<sup>th</sup> calendar day after receipt of evidence of payment by the Contracting Officer or the 30<sup>th</sup> calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
  - 2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to and shall receive a credit for the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or

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earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is \_\_\_\_\_ percent based upon an occupancy of \_\_\_\_\_ rentable square feet in a building of \_\_\_\_\_ rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are \_\_\_\_\_.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

### 3.8 OPERATING COSTS (SEP 2000)

- A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12-month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995, and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.
- C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- E. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

### 3.9 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

### 3.10 APPURTENANT AREAS

- A. The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.
- B. INSTALLATION OF ELECTRONIC SIGNAL EQUIPMENT:  
The Government shall have the right to install, maintain, service, and repair all equipment related to reception of telecommunications signals. Such equipment would included, but is not limited to, audio, visual, digital, satellite, and microwave systems. The Government reserves the right to locate such equipment on the rooftop of the building and to utilize building walls, parapet mounts and alternate mounting, as well as the area above the building ceiling line and office space at no additional costs to the Government. The Government may make modifications to the building necessary for installation of a microwave dish or similar receiving device, cable runs, and cable connections. The Government shall have the right to use pathways as necessary to have cable between the rooftop equipment and specific office areas. The Government shall have the right to do such work

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starting 45 days before occupancy and at any time during the term of the lease. The Government shall also have the right to inspect all such equipment. The Government reserves the right to require capability of transmission and reception of additional types of radio frequency and microwave signals. The Lessor shall provide the Government access to the premises and any other buildings areas necessary to exercise its rights hereunder. "Government" as used above shall include representatives of the tenant, GSA, and their contractors. If the Government is not the sole occupant of the property, the Government will cooperate with the Lessor in determining placement of the equipment to minimize interference with any other tenant's equipment positions.

**3.11 LIQUIDATED DAMAGES, GSAR 552.270-22**

Based upon the Contracting Officer's determination, in case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this clause, the sum of **ACTUAL DAMAGES** for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

**3.12 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)**

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. *Said reduction must occur after the Government gives 30 calendar days prior notice to the Lessor and must continue in effect until either the Government occupies the premises or the lease expires or is terminated.*

**3.13 CHANGE OF OWNERSHIP**

- A. For national security reasons, the Government reserves the right to approve the sale or transfer of the leased premises by the Lessor, or change of interest or ownership in any entity under which Lessor operates to control or own the leased premises. Said approval shall not be unreasonably withheld. The following information on the proposed assignee or transferee is required before the Government will approve a sale or transfer of the leased premises, or a change of interest or ownership in Lessor's entity:
1. A completed GSA Form 527, Contractor's Qualifications and Financial Information, a copy of which may be found in the FORMS section of this SFO. NOTE: This form takes approximately 6 weeks to process.
  2. A contact person's name, address, and phone number for at least 5 previous locations developed and managed by the proposed assignee or transferee.
  3. The name, birth date (including year), and social security number of all principle owners of the proposed assignee or transferee. All principle owners shall submit to a background investigation conducted by the FBI as outlined in the "Security Clearances" paragraph in the ADMINISTRATION section of this SFO.
- B. If the Government approves the sale or transfer of the leased premises, or change of interest or ownership in Lessor's entity, before the Government will change the payee for rent or other payments, it must be provided with the following:
1. A letter from the assignee stating that the assignee is willing to assume, approve, and adopt the lease and agrees to be bound by its terms.
  2. A letter from the prior Lessor (assignor) waiving all rights under the lease as against the United States of America, except unpaid rent through a specified date, usually the date of the ownership transfer.
  3. The IRS Tax Identification Number for the assignee.
  4. Evidence of transfer of title.
  5. If the leased premises is assigned or transferred by reason of death of Lessor, a copy of the letters of administration where there is no will, showing the new Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.

**3.14 RELOCATION ASSISTANCE ACT**

If an improved site is offered and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs for displaced persons in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and 49 CFR Part 24.

**3.15 SECURITY CLEARANCES**

- A. The Lessor shall agree to insert terms that conform substantially to the language of this clause, including the following, in all subcontracts. **THIS CLAUSE APPLIES TO ALL CONTRACT WORKERS, INCLUDING CLEANING SERVICE, REPAIR, AND MAINTENANCE PERSONNEL PRIOR TO, AND DURING, OCCUPANCY.**
- B. The owner/Lessor of the space occupied by the FBI and members of the property management company who may be responsible for oversight of the maintenance of the space, **SHALL NOT** be allowed to maintain keys to FBI space or permitted to have access to FBI space without the approval of the FBI.

- C. Upon award of the contract, the contractor, all subcontractors, key supervisory personnel and/or any other contract individuals designated by the FBI who require access to any existing or proposed FBI facility, property or information, must accurately complete the following forms and furnish them to the FBI at least 25 work days prior to the arrival of contract individual to the site of the work under contract. Completed forms for cleaning personnel and/or building/property managers will be furnished to the FBI at least 90 days but preferably 180 days prior to the arrival of the contract individuals to the site of the work under contract.
1. Form SF-86, Questionnaire for Sensitive Positions or Form SF-85P, Questionnaire for Public Trust Positions and
  2. Form FD-258, Fingerprint Card (2 copies).
- D. All other contract individuals designated by the FBI who require access to any FBI facility, property or information, must accurately complete the following forms and furnish them to the FBI at least 25 work days prior to the arrival of contract individuals to the site of the work under contract.
1. Form FD-816, Background Data Information (2 copies),
  2. Form FD-258, Fingerprint Card (2 copies), and
  3. Form FD-484, Privacy Act.
- E. Forms can be obtained from the FBI Field Office.
- F. It is the responsibility of the contractor to ensure that all contractor personnel are in full compliance with applicable Immigration and Naturalization Service, US Department of Justice, Employee Eligibility Verification requirements, such as those set forth in Title 8, US Code, Section 274a.
1. A background investigation, the scope of which will be at the discretion of the FBI, will be conducted on these individuals. At the discretion of the FBI, contract individuals may also be interviewed by the FBI (or FBI contract investigators) regarding foreign travel, associates, residences, or other matters of concern to the FBI in deciding whether to grant access to its facilities, property, or information, and may be requested to undergo a polygraph examination to fully resolve any security concerns. Refusal or failure to accurately complete the forms, to be interviewed, or to undergo a polygraph examination to resolve any questionable matters will be deemed reasonable cause for denial of access to FBI facilities, property, or information. Lack of candor may also be a strong factor for denial of access.
  2. Access to FBI facilities, property or information, will be granted only where such access is clearly consistent with the mission and responsibilities of the FBI. If, for any reason, a contract individual is denied access to any FBI facility, property, or information, the FBI will not disclose to the contractor the reason for denial and will only make such disclosure to the affected contractor employee pursuant to the provisions of the Freedom of Information or Privacy Acts. The FBI will not be liable for any expense in the replacement of the individual or any costs incurred by the contractor as a result of such denial. It is the policy of the FBI that these individuals already employed by the contracting organization/individual (i.e., that the individual's employment not hinge upon an access or security clearance determination by the FBI) and the FBI will assume no liability between the contracting organization and its employees as a result of this procedure.
- G. The FBI reserves the right to revoke any contract individual's access to its facilities, property or information, where such access is no longer clearly consistent with the FBI's mission and responsibilities, and the contractor agrees to immediately remove that individual from the worksite in such circumstances. In cases of access revocation, the FBI will 1) inform the individual of the basis for the revocation unless to do so would reveal classified or sensitive information and 2) give the individual an opportunity to explain, rebut, or refute such basis in writing. Access will remain revoked pending prompt review of any such submission by the individual.
- H. The FBI reserves the right to reinvestigate contract individuals on a periodic basis (usually every 5 years) or where facts or information indicate the continued access may no longer be clearly consistent with the FBI's mission and responsibilities. The scope of any reinvestigation will be at the sole discretion of the FBI. Refusal or failure to accurately complete any necessary forms, to be interviewed, or to undergo a polygraph examination to resolve any questionable matters during a reinvestigation will be deemed reasonable cause for revocation of access to FBI facilities, property, or information.
- I. Appropriate badges may be furnished by the FBI authorizing escorted or unescorted access to FBI facilities and property. The badge, if furnished, will be kept at a location to be determined by the FBI and shall be picked up by the contract individual granted access upon arrival at FBI premises. It shall be worn at all times on the upper part of the body so as to be clearly visible and will be returned to the FBI whenever the wearer leaves FBI premises for any reason or any length of time. The FBI may require all contract and subcontract individuals to execute a security awareness briefing Form FD-835, Security Acknowledgement Form.
- J. Upon request, the contractor shall provide, for approval by the FBI, written physical security procedures and policies to be followed by contract individuals for access to the project as well as security measures taken by the contractor to prevent unauthorized entry by contract individuals during off-duty hours.

### 3.16 SHELL AND CORE DRAWINGS: POST AWARD

Within 30 days after award of the lease, the Lessor shall submit shell and core layout drawings to the Government for review. The Government will provide the Lessor with comments within 14 days following receipt of these drawings. The Lessor shall provide the Government with revised final shell and core layout drawings within 14 days following receipt of comments from the Government. The drawings shall include a site plan, a plan of each floor level, and a roof/penthouse plan. The site plan shall show the entire site with all

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property lines, easements, buffers, setbacks, existing buildings, proposed building(s), the complete vehicle barrier, fences, parking, entrances, guard booth, retention ponds, and areas designated for future expansion of building and parking. Floor plans shall show finished columns, exterior walls, exterior window locations with mullions, exterior doors, stairs, elevators, elevator equipment rooms, exit access corridors, mechanical rooms, shafts, core restrooms with fixtures, janitor closets, building electrical rooms, lobbies, shear walls or X-Bracing, roof drain leaders, provisions for future expansion, and ANSI/BOMA Office Area square feet outlined by "polylines and cross-hatched." The drawings shall be provided on AutoCAD and shall be submitted to the Government in the form of files on 2 diskettes and 2 hard copies. Floor plans shall be scaled at 1/8" = 1'-0". Drawings shall be labeled "Final Shell and Core Layout Drawings"; therefore, all shell and core items shall be correctly sized and located. Changes to these drawings shall not be permitted unless approved by the Contracting Officer.

### 3.17 DESIGN INTENT DRAWINGS: POST AWARD

After receipt of the Lessor's final shell and core layout drawings, the Government will be allowed 90 days to prepare design intent drawings using the shell and core layout drawings as a background. Any Lessor revisions to the final shell and core layout drawings may restart the designated timeframe for the completion of the design intent drawings if the Government determines that the revisions affect the design intent drawings. The Government's design intent drawings will locate the 1) partitions; 2) electrical, data, and telephone outlets; 3) security devices; and 4) systems furniture. The final systems furniture layout will be provided at a later date at which time minor electrical plan modifications may be required.

### 3.18 CONSTRUCTION DRAWINGS: POST AWARD

- A. Any changes to the construction drawings that vary from the design intent drawings shall require specific written notice to, and approval from, the Contracting Officer prior to incorporation. The Government's review of the construction drawings does not relieve the Lessor from being completely responsible for the improvements required under this SFO. The Lessor is solely responsible and liable for the technical accuracy of the construction drawings in meeting all requirements and provisions of this lease. All improvements must adhere to the quality specifications identified throughout this SFO.
- B. Shell and core construction documents and tenant improvement construction drawings shall be submitted to the Government for review and comment. The Lessor shall provide 6 complete sets of construction drawings at regular intervals during the development process. The review milestones for this project shall be 35 percent, 65 percent, and 95 percent construction drawings. Both the 35 percent and 65 percent drawings refer to the overall drawings set, not each discipline, e.g., the structural drawings may be at a higher percentage completion than the mechanical drawings. Each stage shall include a unified set of civil, structural, architectural, mechanical, plumbing, and electrical drawings and specifications. Drawings unchanged from the previous submission shall be included in the current submission to ensure that each set is complete. All drawing sheets shall be the same size. Floor plans shall be scaled at 1/8" = 1'-0". Each submission shall include 6 sets of hard copies printed full-size and 2 sets of AutoCAD files on diskettes. Each submission shall 1) be labeled 35 percent, 65 percent, or 95 percent; 2) reflect the current date; and 3) be accompanied by a transmittal letter that itemizes the contents by title and date.
- C. The 65 percent submittal shall at a minimum incorporate the design development sets as described in the American Institute of Architects (AIA) *Architect's Handbook of Professional Practice*, as updated.
- D. The Government shall require 15 working days to review these drawings at each stage. The submissions shall be scheduled such that the Government receives these drawings at least 15 working days prior to any meetings. The Lessor shall be required to respond in writing to each written Government comment. Following comment on the 95 percent set, the Lessor shall have 10 days to provide a 100-percent construction set for use during construction of the building. The 100 percent set shall have incorporated all Government comments at that time. The Lessor shall provide 2 full sets (Scale: 1/8" = 1'-0") and 2 half-size sets.
- E. The completed construction documents shall be completed within 6 months following receipt of design intent drawings from the Government.

### 3.19 CONSTRUCTION SCHEDULE: POST AWARD

- A. Within 35 days after receipt of design intent drawings, the Lessor shall submit to the Contracting Officer a tentative schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule is to be submitted no later than 60 days after receipt of design intent drawings.
- B. The schedule is to include timing for completion of design and construction milestones, including, but not limited to, 1) submittal of preliminary plans and specifications, 2) submittal of other working drawings, 3) issuance of a building permit, 4) completed construction documents, 5) start of construction, 6) completion of principal categories of work, 7) phased completion and availability for occupancy of each portion of the Government space (by floor, block, or other appropriate category), and 8) final construction completion.

### 3.20 PROGRESS REPORTS: POST AWARD

After start of construction, the Lessor shall submit to the Contracting Officer, written progress reports, to include photos and AIA field reports at intervals of 30 days. Each report shall include 1) information as to the percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. These reports shall be provided simultaneously to both the Contracting Officer and the FBI.



**3.21 CONSTRUCTION INSPECTIONS: POST AWARD**

- A. Construction inspections will be made by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government, or by the independent third party hired by the Government, are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

**3.22 COST DOCUMENTATION: POST AWARD**

The Lessor shall provide a detailed itemized cost estimate 30 days after completion of the construction drawings. The cost estimate shall provide detailed information documenting the actual cost of the construction and shall identify any change order costs as of that time.

**3.23 CHANGE ORDER SUBMISSION: POST AWARD**

Change orders shall be sequentially numbered and shall be submitted to the Contracting Officer complete with an itemized cost breakdown, showing materials, labor, and quantities. Change order pricing shall be submitted to the Contracting Officer within two weeks of the Government's request or, upon mutual agreement between the Contracting Officer and the Lessor, a reasonable time period driven by the complexity of the change order. Schedule impacts, if any, shall be identified at the time of submission of the change order, or it shall be considered to have no impact on the construction schedule.

**3.24 SUBSTANTIAL COMPLETION OF SPACE**

- A. Substantial completion shall be defined in accordance with the AIA's definition as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents so that it is available for occupancy or for its intended use by the Government. A Temporary Certificate of Occupancy (TCO) does not signify substantial completion.
- B. In addition, the following conditions, to be submitted to the Contracting Officer, shall constitute evidence of substantial completion:
1. The Architect's Certificate of Substantial Completion must be completed and signed.
  2. All building and FBI security provisions must be complete and operational, including the entire perimeter vehicle barrier.
  3. All fire and life safety provisions must be complete and operational.
  4. All building systems must be complete and operational.
  5. Each portion of the work must individually be substantially complete.
  6. All final inspections by local and state jurisdictions must have been performed and their approval given.
  7. All systems tests required by the lease must have been performed and the results accepted.
  8. An HVAC Test and Balance Report must be submitted and the results accepted.
  9. All interior spaces must be weathertight.
  10. Occupancy Permit must have been issued.
  11. The TCO, Certificate of Occupancy, and Fire Marshall acceptance must be documented and provided to the Government.

**3.25 BUILDING ACCEPTANCE**

After receipt of the signed architect's Certificate of Substantial Completion, the Government will compile a punch list of work to be completed. Following compilation of the punch list, if the Government concurs that the space is substantially complete, as defined in the "Substantial Completion Of Space" paragraph in the ADMINISTRATION section of this SFO, the building will be accepted, and rent will commence.

**3.26 PUNCH LIST COMPLETION**

All punch list items shall be completed within 21 calendar days following the Government's inspection of the space. Penalties will be assessed to the Lessor if the work is not completed within this timeframe through the Government's retainage of funds equivalent to 1 day's rent for each day that the punch list is left uncompleted.

**3.27 AS-BUILT DRAWINGS AND SPECIFICATIONS: POST AWARD**

Within 90 days after occupancy, the Lessor shall provide to the Contracting Officer 2 complete copies of as-built drawings and 2 AutoCAD diskettes. A final HVAC test and balance report shall be provided to the Government within 30 days after occupancy.

**3.28 LABOR STANDARDS (SEP 2000)**

If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to work performed in preparation for occupancy and use of the building by the Government. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.arnet.gov/far/>

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

52.222-6 Davis-Bacon Act  
52.222-7 Withholding of Funds  
52.222-8 Payrolls and Basic Records  
52.222-9 Apprentices and Trainees  
52.222-10 Compliance with Copeland Act Requirements  
52.222-11 Subcontracts (Labor Standards)  
52.222-12 Contract Termination-Debarment  
52.222-13 Compliance with Davis-Bacon and Related Act Regulations  
52.222-14 Disputes Concerning Labor Standards  
52.222-15 Certification of Eligibility

#### **4.0 MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING**

##### **4.1 MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING: GENERAL**

- A. The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. The Lessor shall provide mains, lines, and meters for utilities. Exposed ducts, piping, and conduits are not permitted in office space.
- B. The Lessor shall provide an underground looped or redundant electrical service to the building.

##### **4.2 BUILDING SYSTEMS (JAN 1997)**

Whenever requested, the Lessor shall furnish, at no cost to GSA, a report by a registered professional engineer(s) showing that the building and its systems, as designed and constructed, will satisfy the requirements of this lease.

##### **4.3 ENERGY COST SAVINGS**

- A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the [www.epa.gov/energystar](http://www.epa.gov/energystar) web site.
- B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.
- C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the [www.eren.doe.gov/femp](http://www.eren.doe.gov/femp) web site, or call the FEMP Help Desk at 1-800-566-2877.
- D. Where the Lessor proposes that the Government shall pay utilities:
1. An automatic air or water economizer cycle must be provided to all air handling equipment, where practicable.
  2. The building shall have a fully functional building automation system (BAS) capable of control, regulation, and monitoring of all environmental conditioning equipment. The BAS shall be fully supported by a service and maintenance contract. The BAS shall not be linked to any network outside the building. The BAS shall not have integrated fire alarm, elevator monitoring, or any other audiovisual device. The BAS will not be allowed to have any direct connected (via dial-in/dial-out modem, lease line, internet, etc.) monitoring or diagnostic service connection to any of the mechanical service support systems (i.e. HVAC, telephone switch, etc.) in FBI facilities. All monitoring and/or diagnostic related functions will be required to be performed on site within the field office, with a computer workstation requiring access control through FBI personnel.

##### **4.4 HEATING, VENTILATION, AND AIR CONDITIONING**

- A. HVAC USE DURING CONSTRUCTION: The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
1. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
  2. no permanent diffusers are used;
  3. no plenum-type return air system is employed;
  4. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
  5. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
- B. DUCTWORK RE-USE AND CLEANING: Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- C. INSULATION: All insulation shall contain recovered materials as required by EPA's Comprehensive Procurement Guidelines (CPG) and related recycled content recommendations.
- D. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

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**E. GENERAL REQUIREMENTS:**

1. Temperatures shall conform to the following indoor design temperature and relative humidity design conditions for occupied areas:
  - a. Summer: 75 degrees (°) Fahrenheit (F), 50 percent relative humidity
  - b. Winter: 72°F
  - c. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
2. During non-working hours, heating temperatures shall be set no higher than 55°F, and air conditioning will not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government.
3. Simultaneous heating and cooling are not permitted in the same room.
4. All HVAC components shall be provided in accordance with applicable national, state, and local codes and standards.
5. Where determined necessary by the Government, screen walls shall be used to conceal visible equipment (cooling towers, chillers, etc.) located exterior to the building.

**F. ZONE CONTROL CRITERIA:**

1. An individual thermostat control shall be provided for open office areas not to exceed 1,000 ANSI/BOMA Office Area square feet per zone. Interior control zones for closed office areas shall not exceed 5 offices per zone or 1,000 ANSI/BOMA Office Area square feet. Corner offices shall be dedicated zones. Perimeter zones shall be controlled independently of interior zones and shall have at least 1 thermostat for each facade of the building with a different orientation. Independent zones shall be provided for conference rooms, lobby(ies), atrium/atria, kitchen areas, lounges, and physical fitness areas.
2. Areas which routinely have extended hours of operation shall be environmentally-controlled through dedicated heating and air conditioning equipment. Refer to the "Dedicated 24-Hour HVAC System" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO. Special purpose areas with an internal cooling in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of FBI special equipment. Portable space heaters are prohibited from use.

**G. DESIGN CONDITIONS:**

Outdoor design criteria shall be based on weather data tabulated in the latest edition of the American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. (ASHRAE) *Handbook of Fundamentals*. Outdoor design temperature shall be based on the 99 percent value for heating and the 1 percent value for cooling.

**H. VENTILATION CRITERIA:**

Outside air intake and total ventilation rates shall comply with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. A mechanical ventilation system will be required in all toilets, with a minimum of 10 air changes per hour. The toilet rooms' mechanical exhaust air shall exceed the mechanical supply air.

**I. ACOUSTICAL REQUIREMENTS:**

HVAC equipment, piping, and ductwork must be designed to be within the acoustical limits (sound transmission class (STC) 45 ratings) of areas which require acoustical treatment.

**J. BUILDING AUTOMATION SYSTEM:**

1. The Lessor shall provide a micro-processor based building automation system (BAS) for the Lessor's overall control and monitoring of the building and miscellaneous areas of the facility. The BAS shall be capable of integrating into a single operator workstation, the controls, alarms, and monitoring of the HVAC (both normal and dedicated 24-hour HVAC) and lighting.
2. The BAS shall be programmed to provide optimum energy-saving features for the HVAC and lighting systems and other systems to provide for optimum start/stop of equipment for morning warm-up and evening shutdown, time of day scheduling, etc. The BAS shall provide for 25 percent spare capacity for future expansion and shall provide for stand-alone operation of subordinate components. The BAS shall have fully programmable controllers and software in user-friendly English units and language, communications local area network (LAN), operating and application software, interactive color graphics, printer and all necessary devices, software and programming necessary to fully monitor and control the building systems. The BAS shall also include:
  - a. Automatic temperature control system consisting of multiple, microprocessor-based field programmable controllers using direct digital controls (DDC) to execute sequences of operation and other functions indicated for building HVAC equipment.
  - b. Access protection provisions.
  - c. Uninterruptible Power Supply (UPS) of sufficient capacity.
3. The BAS shall be capable of operation on essential power.

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4. The color graphics software shall include single line flow diagrams for the HVAC system components, with active components high-lighted and items shadded which are shut down. A simplified floor plan showing all HVAC units shall be provided for each floor level. Color coding shall be used to indicate the normal HVAC system versus the Dedicated 24 Hour HVAC system and components.

**K. VARIABLE AIR VOLUME (VAV) SYSTEMS:**

1. All perimeter zones shall have fan-powered VAV terminal units. Interior rooms may have VAV cooling only terminal units with minimum/maximum settings. The minimum settings of the VAV terminal units shall be adequate to satisfy the minimum ventilation and indoor air quality requirements of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.
2. All VAV terminal units shall be capable of 1) being shut off during non-working hours by the BAS or 2) manually overridden by the operator at the BAS workstation for extended working hours, etc.
3. The VAV system shall allow for future expansion capability as defined elsewhere in this SFO.
4. Thermostats shall allow a few degrees of control from the design setting by the tenant for optimum tenant control comfort.
5. Where possible, VAV terminal units shall be located in the ceiling space of unoccupied areas such as corridors to facilitate maintenance and minimize noise transmission to occupied spaces.

**L. ADDITIONAL COOLING AND VENTILATION REQUIREMENTS:**

1. The following rooms will require additional cooling and ventilation above that which is provided in standard office space:
 

a. Room 42A	6,000	BTUH for 6 computers and printers
b. Room 42E	6,000	BTUH for 6 computers and printers
c. Room 45	6,000	BTUH for 6 computers and printers
d. Room 47	8,000	BTUH for 8 computers and printers
2. The following rooms will require increased cooling and ventilation adequate to maintain space temperature for the number of people shown:
 

a. Room 9	3 people
b. Room 12	3 people
c. Room 13C	3 people
d. Room 14	35 people
e. Room 16	3 people
f. Room 53	10 to 15 people
g. Room 54	10 to 15 people
h. Room 65A	40 to 50 people

**4.5 DEDICATED 24-HOUR HVAC SYSTEM**

**A. GENERAL:**

1. The Lessor shall provide a dedicated HVAC system, independent of the general building system, that operates 24 hours per day, 365 days per year. The dedicated 24-Hour HVAC system shall be flexible to accommodate changes to meet future requirements without causing major disruption to the FBI's operation. The system shall provide continuous cooling for designated equipment rooms and conditioning of designated office areas when requested by a room-mounted override button.
2. The Lessor shall be responsible for servicing and performing preventive maintenance for the dedicated 24-Hour HVAC system in accordance with the manufacturer's recommendations to improve system reliability and to avoid potential equipment failure for the term of the lease.
3. The Lessor shall provide startup and testing by factory personnel for all equipment and controls associated with the dedicated 24-Hour HVAC system. The Lessor shall provide instruction to the FBI-designated employees in the proper operation and utilization of the dedicated 24-Hour HVAC system.
4. All energy costs incurred by the operation of the dedicated 24-Hour HVAC system shall be incorporated in the lease rate.

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**B. GENERAL DESIGN CRITERIA:**

1. The dedicated 24-Hour HVAC system, including all chillers, air handling units (AHU's), pumps, air terminal units, piping, ductwork, etc., shall be sized 20 percent greater than present demand requirements. The system must also operate efficiently at partial and full load.
2. All equipment associated with the dedicated 24-Hour HVAC system shall be connected to the standby generator supplying **ESSENTIAL** power to the FBI.
3. The FBI will consider alternate dedicated 24-Hour HVAC system designs to the design described in this section. Alternative systems or methods shall be submitted for approval at the time of the initial Phase 2 offer.
4. The FBI reserves the right to refuse the alternate system proposed by the Lessor in lieu of the system described in this section.

**C. DESIGN CONDITIONS AND VENTILATION CRITERIA:**

Design conditions and ventilation criteria shall comply with the criteria specified in the "Heating, Ventilation, and Air Conditioning" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.

**D. DEDICATED 24-HOUR HVAC SYSTEM SIZING REQUIREMENTS:**

1. The Lessor shall be responsible for proper sizing of the system to include equipment, personnel, lighting, ventilation, and external building cooling loads.
2. The heat dissipation loads of equipment located in the areas served by the dedicated 24-Hour HVAC system are as follows:

a.	Room 1	3,000	BTUH *
b.	Room 2	NA	BTUH *
c.	Room 3	2,000	BTUH *
d.	Room 5	2,000	BTUH *
e.	Room 6	3,000	BTUH *
f.	Room 8	4,000	BTUH *
g.	Room 41	5,000	BTUH *
h.	Room 43A	18,000	BTUH
i.	Room 57A and Room 57B (one each) (to be designated at time of layout)		
	Room 57A	1,200	BTUH *
	Room 57B	16,000	BTUH*
j.	Room 59	6,000	BTUH *
k.	Room 65		
	i. Room 65A	12,000	BTUH *
	ii. Room 65B	6,000	BTUH *
l.	Room 88	4,000	BTUH
m.	Room 89	1,000	BTUH
n.	Room 90	1,000	BTUH
o.	Room 91	8,000	BTUH
p.	Room 92	4,000	BTUH
q.	Room 93	16,000	BTUH
r.	Room 94	10,000	BTUH
s.	Room 95	9,000	BTUH
t.	Room 96	15,000	BTUH
u.	Room 97 (one)	12,000	BTUH

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v.	Room 98 (each)	6,000	BTUH
w.	Room 99		
	i. Room 99A1	12,500	BTUH
	Room 99A2	12,500	BTUH
	ii. Room 99C	21,250	BTUH
	iii. Room 99E	1,000	BTUH *
	iv. Room 99B	13,500	BTUH
	iv. Room 99D	12,500	BTUH
x.	Room 100	24,000	BTUH
y.	Room 101	12,000	BTUH
z.	Room 102	6,000	BTUH
aa.	Room 44	6,000	BTUH

bb. NOTE: All functions marked by an asterisk (\*) must be provided with override capability. These rooms do not require continuous 24-Hour HVAC but must provide 24-Hour HVAC on demand. All other functions require continuous 24-Hour HVAC.

3. Building electric closets shall be continuously ventilated to accommodate FBI electrical distribution equipment. This equipment shall not be placed in closets designated as Room 98.

**E. EQUIPMENT CONFIGURATION:**

The dedicated 24-Hour HVAC system shall be a Glycol-Chilled water system using liquid chillers, with a VAV-type system sized to provide proper cooling to the areas served. Refer to the "HVAC: Typical Mechanical Glycol-Chilled Water Piping" diagrams in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

**F. AIR-COOLED LIQUID CHILLERS:**

1. The Lessor shall provide 2 packaged roof air-cooled liquid chillers. Other locations may be used, subject to the Government's approval, depending on site conditions. Each chiller shall have sufficient capacity to meet initial and future cooling requirements. The second chiller shall be a 100-percent capacity standby unit. Only 1 chiller shall operate at any one time.
2. The air-cooled chillers shall have hermetic, semi-hermetic, scroll, or screw-type compressors with a microprocessor based automatic capacity control system, with a minimum of 2 stages of capacity control. The units shall be pre-engineered, factory assembled, and tested, which will permit the unit to be put into operation with a minimum of expense and delay. The compressors shall have part winding start capability to limit in-rush current.

**G. CHILLED WATER PUMPS:**

1. The Lessor shall provide 2 chilled water pumps. One pump shall be capable of delivering total system capacity against pressure head dictated by detailed design. The second pump shall be a 100 percent capacity standby unit.
2. The operation of the pumps shall be automatically or manually alternated to equalize running time on each pump.

**H. PIPING AND VALVES:**

All piping and valves shall be designed and installed to achieve maximum flexibility and overall system reliability. The piping and valves shall be sized to accommodate future system capacity.

**I. AIR HANDLING UNITS:**

The air handling units (AHU's) shall be designed for horizontal application of modular construction and shall consist of a blower section, a filter section, and a coil section, factory connected with access panels on the same side for the blower, filter, and coil sections. The AHU shall be provided with an economizer section and controls, internal fan vibration isolation, and electric motors with variable frequency drives.

**J. VAV TERMINAL UNITS:**

1. All perimeter rooms served by the dedicated 24-Hour HVAC system shall be provided with fan-powered VAV terminal units with either electric or hot water heating coils. Room 100 and Room 101, shall also have fan-powered VAV terminal units. The remaining rooms may have VAV cooling only terminal units.
2. Room 100 requires a redundant cooling unit. Refer to the "HVAC: Redundant 24-Hour HVAC Units for Room 100" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO. All other areas do not require redundant units.
3. The AHU's and length of ductwork for Room 100 and Room 101 shall be located no more than 3 feet, 0 inches from the perimeter walls of the room.

(b) (6)

4. All areas served by the dedicated 24-Hour HVAC system will require separate VAV terminal units with individual room thermostatic controls. Rooms or areas not requiring 24-Hour HVAC must not be added to the dedicated 24-Hour HVAC system VAV terminal units or controls.

**K. AIR DISTRIBUTION:**

1. Air shall be distributed through ducts located in the ceiling plenum. Adequate diffusers shall be installed to assure uniform distribution of conditioned air. The return air for the dedicated 24-Hour HVAC system shall be ducted. The ductwork distribution system shall be configured to permit future installation of additional VAV terminal units to the dedicated 24-Hour HVAC system as required for system expansion.
2. The air distribution system shall be designed with volume control dampers to allow proper air balancing.

**L. AUTOMATIC CONTROLS AND SEQUENCE OF OPERATION:**

1. The requirements for automatic controls described in this section for the dedicated 24-Hour HVAC system assume that the Lessor will provide a complete BAS for control and monitoring of all HVAC system components throughout the facility, using DDC. For stand-alone facilities, the dedicated 24-Hour HVAC system controls shall be integrated with the BAS for the facility. In multi-tenant buildings, the automatic controls for the dedicated 24-Hour HVAC system may be provided independently of the BAS. In either case, the following items must be included, as a minimum:
  - a. HVAC Controls Workstation (located within Room 91). Communications LAN, operating and application software, interactive color graphics, printer, and all necessary devices, software and programming necessary to fully monitor and control the Dedicated 24-Hour HVAC System equipment.
  - b. Automatic temperature control system consisting of multiple, microprocessor-based, field-programmable controllers using DDC to execute sequences of operation and other functions indicated for building HVAC equipment.
  - c. Access protection devices.
  - d. Programmed in user-friendly English units and language.
  - e. Uninterruptible Power Supply (UPS).
2. The automatic controls for the normal building HVAC and dedicated 24-Hour HVAC systems shall be capable of operation on essential power.

**M. BUILDING OPERATOR'S WORKSTATION:**

1. The dedicated 24-Hour HVAC system shall be capable of being controlled and monitored at the Building Operator's Workstation provided for the normal building HVAC system and at the HVAC Controls Workstation in Room 91.
2. Upon incidence of any alarm indicated herein, the alarm shall be immediately displayed over any currently running applications at both the Building Operator's Workstation and the HVAC Controls Workstation in Room 91.

**N. GLOBAL CONTROLLER:**

1. A programmable global controller shall 1) be provided to execute global DDC communications, including control, monitoring, and diagnostics for the control system; and 2) act as a router.
2. The global controller shall be capable of stand-alone operation and shall provide all software functions to communicate with, and supervise, all DDC field controllers for the system.
3. All global controllers shall have 30-day battery backup of Real Time Clock and random access memory (RAM) to ensure that both clock functions and stored data are maintained during power failure conditions.
4. All controller modules shall be protected by means of a locking door on the control module enclosure, and the module shall be dust-tight.

**O. PROGRAMMABLE FIELD CONTROLLERS:**

1. Fully programmable DDC field controllers (PC's) shall be provided for stand-alone equipment associated with the dedicated 24-Hour HVAC system. The PC's shall have the ability to run programs in a stand-alone mode, as applicable, as well as integration with the global controller and the Building Operator's Workstation.
2. An adjustable 1-minute time delay shall be installed on the incoming 120 VAC power. This time delay shall prevent the PC from restarting the control system for 1 minute after power is switched to the standby generator or vice-versa.

**P. HVAC CONTROLS WORKSTATION:**

A separate computer workstation shall be located in Room 91 in a location where it can be easily monitored 24 hours a day by the Government. The panel shall monitor the status of the equipment within the dedicated 24-Hour HVAC system. The monitor shall display the alarm condition and shall emit a flashing light and audible alarm for all alarm conditions specified herein. The Lessor shall use an interface with password protection, which shall permit the Government to both monitor and control the system when required.



**Q. AUTOMATIC TEMPERATURE CONTROL SYSTEM:**

The automatic temperature control system and related equipment shall be provided to complete the work as required, including but not limited to, programmable global and field DDC controllers, control relays, application specific controllers, communications cable, temperature, flow and humidity sensors, flow switches, alarms, automatic dampers, and automatic valves.

**R. SEQUENCE OF OPERATION FOR THE CHILLED WATER SYSTEM:**

1. Lead/lag switches shall select the operating chiller and chilled water pump. The PC shall start the lead chilled water pump and shall open the control valve for the operating chiller. When flow is proven through the chiller by the flow switch, the chiller shall be enabled. Whenever the chiller is stopped, the control valve shall remain open for 5 minutes (adjustable).
2. The individual control supplied with the chiller will monitor all safety devices and control the discharged chilled water temperature.
3. A flow switch, through a time delay in the PC, shall indicate loss of chilled water flow, pump failure, etc., to the Building Operator's Workstation. The lag chilled water pump shall be automatically started by the PC, an alarm light shall light and flash, and an audible alarm shall sound at both the Building Operator Workstation and the HVAC Controls Workstation. The operator shall acknowledge the alarm condition and shall silence the alarm. If, after 60 seconds time delay, the lag pump goes into alarm and the lead pump is still in alarm, then neither pump can be restarted until the alarm condition is cleared.
4. The central AHU for the dedicated 24-Hour HVAC system shall run continuously. The fan speed shall be controlled by variable frequency drives to maintain the static pressure and flow requirements of the system. The chilled water control valve shall be modulated to maintain the discharge air temperature of 55°F (adjustable). The AHU shall be provided with an air-side economizer system and controls for economizer operation when the outdoor temperature is between 38°F and 58°F.
5. A temperature sensor, through an indicating high limit controller, shall input a high temperature alarm to the operator workstation when the chilled water supply temperature is above 50°F. After an initial time delay (adjustable) and thereafter a recovery time delay (adjustable) in the PC, the lead chiller shall be stopped and the lag chiller shall be automatically started by the PC in the same manner the lead chiller was started, with the lag chiller valve opening simultaneously as the lead chiller valve closes. The status light shall flash, and the audible alarm shall sound at both the Building Operator's Workstation and the HVAC Controls Workstation. The operator shall acknowledge the alarm condition and shall silence the alarm. The alarm light remains on until the alarm condition is corrected. If both lead and lag chillers are in alarm, neither chiller can be restarted until the alarm condition is corrected.
6. NA
7. Status of the chillers, chilled water pumps, VAV units, AHU's, etc., shall be graphically displayed at both the Building Operator's Workstation and the HVAC Controls Workstation. The equipment graphic display shall be highlighted when the respective equipment is running and shall flash when the equipment is in alarm. All alarm conditions shall automatically print out a description of the alarm condition at the Building Operator's Workstation.
8. Lead and lag chillers, chilled water pumps, AHU's, and VAV units are programmed never to run together. Manual operation of 2 lead/lag units shall be prevented by interwiring the switches.
9. In the event of a PC failure, the system must be able to be manually operated. This will include Hand-Off-Auto switches at the field panels that can start a chiller, chilled water pump, and an AHU.

**S. SEQUENCE OF OPERATION FOR THE AIR HANDLING UNITS (AHU's) SERVING ROOM 100:**

1. The lead VAV unit serving Room 100, is selected and either started through the PC or at the Building Operator's Workstation. The individual controller supplied with the unit shall control the temperature of air being delivered to the space. A space thermostat will detect VAV unit failure and automatically switch over to the standby fan-coil unit.
2. The lead VAV unit shall stop before the standby fan-coil unit starts. The graphic display at the Building Operator's Workstation for the failed VAV unit shall flash, and an audible alarm shall sound at both the Building Operator's Workstation and the HVAC Controls Workstation. The graphic display shall be highlighted when the respective air conditioning unit is running. Motorized dampers shall isolate the lead VAV unit from the fan-coil unit. The motorized damper for the lead VAV unit shall close before the motorized damper for the fan-coil unit opens. The high limit thermostat requires time delays to prevent unnecessary switchover and alarms.

**T. ALARMS:**

All alarm conditions shall be annunciated at the Building Operator's Workstation located in the engineer's office, as well as the HVAC Controls Workstation, by a flashing light and audible alarm.

**U. AUTOMATIC RESTART:**

All components of the dedicated 24-Hour HVAC system shall automatically restart (no manual resetting) after a power interruption.

**V. COMMISSIONING:**

1. Prior to acceptance of the building and when the HVAC systems are 100 percent complete, the Lessor shall demonstrate the operation of the dedicated 24-Hour HVAC system to the FBI's engineer, as described below. Notification to the FBI engineer shall be at least 5 working days in advance of the date of the test.

2. Automatic Controls.

- a. The Lessor shall demonstrate the operation (normal and essential power), controls, and monitoring of the dedicated 24-Hour HVAC system, including all graphic features and displays, in the presence of the FBI Engineer.
- b. The Lessor shall demonstrate the operation of each system component by use of graphic displays
- c. The Lessor shall demonstrate the automatic restart and operation of the dedicated 24-Hour HVAC system on essential power after interruption of normal service. The Lessor shall verify the operation of each chiller, pump, AHU, fan-coil unit, VAV terminal unit, and redundant units on normal and essential power. The Lessor shall demonstrate the retransfer of HVAC equipment from essential power to normal power.
- d. The Lessor shall demonstrate the auto start of redundant (lag) chiller when operating (lead) chiller trips off. The Lessor shall demonstrate the reverse lead and lag chiller and shall repeat the demonstration.
- e. The Lessor shall demonstrate the auto start of redundant (lag) chilled water pump when operating (lead) chilled water pump trips off. The Lessor shall demonstrate the reverse lead and lag chilled water pumps and shall repeat the demonstration.
- f. The Lessor shall demonstrate the proper operation of redundant air conditioning units for Room 100, and automatic start of lag unit if lead unit fails. The Lessor shall demonstrate the automatic operation of isolation dampers.
- g. The Lessor shall demonstrate the remote annunciation of a failed AHU, due to loss of static pressure, loss of electrical power, or high air temperature.
- h. The Lessor shall demonstrate the remote audible/visual alarm at both the Building Operator's Workstation and the HVAC Controls Workstation when the chilled water system is in alarm due to a failure of a component with the system.

**W. FINAL TESTING AND BALANCING:**

A final testing and balancing report shall be submitted, indicating the results of all air and water systems tests. The report shall be signed and sealed by a testing and balancing engineer certified by the Associated Air Balance Council (AABC) or the National Environmental Balancing Bureau (NEBB).

**4.6 DUCT WORK/PIPING**

- A. A sound attenuator shall be provided by the Lessor in certain designated supply and return air duct systems where the ducts penetrate Wall Type A6 partitions. Air duct sound attenuators in the ducts penetrating these walls shall meet or exceed the same acoustical properties as the rated wall. The cost for these ducts shall be amortized in the rent. Sound attenuator performance shall be determined at actual job conditions (computer programs are available from the manufacturer). Calculations/results shall be submitted by the Lessor to the Government for review.
  1. Sound Attenuator manufacturer (or an equivalent pre-approved by the Contracting Officer):

AeroSonics Model No. HP-120  
AeroSonics, Inc.  
Sound Control Products  
1601 Industrial Park Drive  
California, MO 65018  
Phone: (573) 796-4151  
Fax: (573) 796-4153
- B. Where ductwork penetrates any perimeter walls and/or acoustical partitions (designated Wall Type A5), a Z-shaped acoustical air duct (designated Wall C) shall be used. The location, dimensions, and quantity of these ducts shall be determined by the cfm of the return air required. Refer to the "Wall A5: Acoustically-Treated Partition" diagram and the "Wall C: Transfer Duct" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
- C. Where penetrating ductwork exceeds 96 square inches in the cross-sectional area at Room 76, Room 85, Room 77, Room 100 and Room 101, manbars shall be provided, along with an access door in the ductwork for inspection of the manbars. The access door shall be on the internal side of the room. Installation shall be in compliance with that shown on the manbar detail. Refer to the "Wall D: Manbar Barrier" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
- D. N/A
- E. All HVAC duct work penetrating the walls, ceiling slab, or floor of Room 100 or Room 101 shall be insulated sheet metal and shall have the following:
  1. N/A
  2. A duct access port with latching mechanism provided within the room for manbar inspection.

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3. A sound baffle rated at STC 45 decibels (dB) or greater on both supply and return air ducts if the ducts have an opening in the room.
4. Ducts and openings larger than 96 square inches, which do not have sound baffles, shall be barred with 1/2-inch hardened steel diameter rod and welded at all intersections. Refer to the "Wall D: Manbar Barrier" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
5. Bars shall be spaced 6 inches O.C. vertically and horizontally.
6. Secure imbedded rods into wall to a minimum depth of 3 inches or weld into adjacent steel plates.
7. Stainless steel bars 1/2-inch diameter may be used if excessive moisture exists in duct.
8. Refer to the "HVAC: Redundant 24-Hour HVAC Units for Room 100" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

#### **4.7 ELECTRICAL: GENERAL (JAN 1997)**

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels must be circuit breaker type with 20 percent spare power load and circuits. Circuit breakers shall be bolt-on type suitable for short circuit current availability.

#### **4.8 ELECTRICAL: DISTRIBUTION COMBINATION**

- A. Duplex floor or wall outlets shall be provided on the basis of 1 per 100 ANSI/BOMA Office Area square feet.
- B. Fourplex (double duplex) floor or wall outlets shall be provided on the basis of 1 per 1,000 ANSI/BOMA Office Area square feet.
- C. Convenience outlets shall be installed on the basis of a maximum of 8 outlets per 20-amp circuit.
- D. Dedicated special electrical receptacles shall be provided on the basis of 1 per 10,000 ANSI/BOMA Office Area square feet. Duplex outlets corresponding to said receptacles shall be colored differently from the standard duplex and fourplex outlets and shall be used only for office copiers and special equipment. The Lessor shall ensure that the outlets and associated wiring designated to workstations will be concealed in a manner acceptable to the Contracting Officer. Cable shall not be exposed on the finished floor surface.
- E. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 Hz electric service available. Duplex outlets shall be circuited separately from the lighting. All branch-circuit wiring shall consist of copper conductors. Conductors for branch circuits shall be sized to prevent voltage drop exceeding 3 percent at the farthest receptacle.
- F. Ground fault electrical outlets shall be provided on the basis of 1 per 5,000 ANSI/BOMA Office Area square feet.
- G. Shielded double duplex outlets shall be provided on the basis of 1 per 100 ANSI/BOMA Office Area square feet.
- H. Essential double duplex outlets shall be provided on the basis of 1 per 100 ANSI/BOMA Office Area square feet.

#### **4.9 ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS**

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

#### **4.10 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE**

- A. The Lessor shall provide separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture.
- B. 80 cluster groups at floor or wall locations shall be provided for approximately 250 workstations. A set consisting of 1 data junction box, 1 telephone junction box, and 1 electrical junction box shall comprise a cluster group. Data, telephone, and electrical junction boxes shall consist of a deep 2" wide x 4" high box with 3/4-inch electrical metallic tubing (EMT) conduit stubbed above the ceiling for each outlet. Pull strings shall be provided. For purposes of computing a settlement in accordance with the "Unit Costs for Adjustments" paragraph in the ADMINISTRATION section of this SFO, each electrical feed will be counted as 1 outlet. The total number of electrical/telephone outlets in the systems workstations will not be used to compute the settlement.
- C. The Government shall be responsible for providing and installing data and telecommunications cable. The Lessor shall provide wall-mounted data and telephone junction boxes that consist of deep 2" wide x 4" high box, which shall include 3/4-inch EMT conduit stubbed above the ceiling for each outlet. Pull strings shall be provided.
- D. The systems furniture typically installed is pre-wired to provide a minimum 10 wire, 4-4-2 circuit system. Refer to the "Systems Furniture: 10-Wire Electrical 4-4-2 Connection" diagram, the "Systems Furniture: FBI Electrical" diagram, and the "Systems Furniture: ERP Raceway" diagrams in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

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- E. The pre-wired system shall be used by the contractor to provide convenience power and shielded power to systems furniture workstations. Shielded circuits for computer terminals may utilize the pre-wired system if the required isolation can be achieved. The dedicated/isolated circuit shall not exceed 2 terminals per circuit. Refer to the electrical paragraphs in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- F. Furniture in-feeds, as required by the final layout, shall be provided by the Government's vendor. The Lessor shall make the final branch circuit electrical connection to the in-feed. The Lessor shall provide, and coordinate the final location of, flush-mounted poke-throughs for the Government's furniture.

#### 4.11 ELECTRICAL: SPECIFIC

##### A. GENERAL:

The FBI requires 3 separate and distinct electrical distribution systems - **NORMAL, SHIELED, and ESSENTIAL**.

1. **Normal Building Power or House Power.** This system is used to supply most lighting, building HVAC, and general use receptacles.
2. **Shielded Distribution System.**
  - a. This system shall support FBI Field Office data processing equipment. The system is typically fed from a building riser at 480 V and stepped down to 120/208 V, 3-phase, via required computer grade shielded isolation transformer(s). From the shielded transformer(s), the power is distributed to panels on all of the FBI floors. Refer to the "Electrical: Typical Shielded Power Riser" diagram and the "Electrical: Isolated Conduit Hanger" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
  - b. Electrical outlets connected to the **SHIELED DISTRIBUTION SYSTEM** are computer outlets, and they shall be differentiated from other outlets by a separate color receptacle. These computer outlets shall be quadruplex outlets, and they shall be referred to as **SHIELED** outlets. A **SHIELED** electrical circuit is defined as one having its own unshared hot, neutral, and ground conductors from the **SHIELED** outlet to the panel breaker. A **SHIELED CIRCUIT** shall feed a maximum of 2 quadruplex outlets. All components of this system shall be designed for non-linear harmonic-producing loads (**SHIELED OUTLETS ARE NOT REQUIRED TO HAVE ISOLATED GROUNDING.**).
  - c. For every shielded outlet, a signal outlet and telephone outlet shall be provided by the Lessor. Signal outlets and telephone outlets shall consist of a deep 2" wide x 4" high box with 3/4-inch EMT conduit stubbed above the ceiling for each outlet. Pull strings shall be provided.
  - d. Electrical power loads for **SHIELED** riser equipment loads are:
    - i. Approximate required single-phase capacity @ 120 V 500 KVA
    - ii. The office will house approximately 500 terminals and 100 printers. A shielded circuit shall be required for every 2 computer terminals.
3. **Essential Distribution System.**
  - a. This system is used to support critical communications, data processing, and related HVAC and lighting equipment. It is typically fed from a building riser at 480 V and from the **FBI STANDBY POWER SYSTEM** through an automatic transfer switch (ATS). From the ATS, all non-HVAC equipment shall be fed via computer grade shielded isolation transformers at 120/208 V. Refer to the "Electrical: Typical Essential Power Riser" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.



b. **ESSENTIAL** power shall service the following:

- i. **Room 1 and Room 5:** 50 percent of lighting fixtures, all circuits and air conditioning.
- ii. **Room 3:** 50 percent of lighting fixtures, all circuits and air conditioning.
- iii. **Room 6:** 50 percent of lighting fixtures, all circuits and air conditioning.
- iv. **Room 8A:** All lights, circuits, and air conditioning.
- v. **Public Area** (consisting of Room 9 and Room 12: approximately 2 lighting fixtures in each room.
- vi. **Secure Processing Area** (consisting of Room 16, Room 17A, Room 17B, and Room 18): approximately 2 lighting fixtures in each room.
- vii. **Room 41:** 50 percent of lighting fixtures, all circuits and air conditioning.
- viii. **Room 43A and Room 43B:** All lights, circuits, and air conditioning.
- ix. **Designated Room 57A:** 50 percent of lighting fixtures, all circuits and air conditioning.
- x. **Room 57A:** 1 lighting fixture and 1 computer outlet for each office.
- xi. **Designated Room 57B:** 50 percent of lighting fixtures, all circuits and air conditioning.
- xii. **Room 57B:** 1 computer outlet in each room.
- xiii. **Designated Room 61:** 2 lighting fixtures and all vending machines.
- xiv. **Room 65A and Room 65B:** Panel designated receptacle panel (RP) **RP-EOC**; 100-amp panel, 120/208 V; 100-amp service; all lights, circuits, and air conditioning.
- xv. **Room 74:** Approximately 2 lighting fixtures and 1 duplex outlet.
- xvi. **Room 77:** Exhaust fan.
- xvii. **Room 88:** Panel designated **RP-MR**; 100-amp panel, 120/208 V; 60-amp service; all lights, circuits, and air conditioning.
- xviii. **Room 89:** All lights, circuits, and air conditioning.
- xix. **Room 90:** All lights, circuits, and air conditioning.
- xx. **Room 91:** Panel designated **RP-ND**; 100-amp panel, 120/208 V; 100-amp service; all lights, circuits, and air conditioning.
- xxi. **Room 92:** All lights, circuits, and air conditioning.
- xxii. **Room 93:** Panel designated **RP-FM**; 100-amp panel, 120/208 V; 100-amp service; all lights, circuits, and air conditioning.
- xxiii. **Room 94:** Panel designated **RP-TR**; 100-amp panel; 120/208 V; 100-amp service; all lights, circuits, and air conditioning.
- xxiv. **Room 95:** All lights, circuits, and air conditioning.
- xxv. **Room 96:** Panel designated **RP-TFR**; 100-amp panel, 120/208 V; 100-amp service; all lights, circuits, and air conditioning.
- xxvi. **Room 97 (one):** All lights, circuits, and air conditioning.
- xxvii. **Room 98:** 1 lighting fixture, all circuits, and air conditioning.
- xxviii. **The following Rooms** (Room 99A, Room 99B, Room 99C, Room 99D, and Room 99E): Panel designated **RP-TIII**; 100-amp panel, 120/208 V; 100-amp service; all lights, circuits, and air conditioning.
- xxix. **Room 100:** Panel designated **RP-CR**; 100-amp, 3-phase, 120/208 V, 30 pole, surface-mounted, main breaker electrical panel; 100-amp service; all lights and circuits. The air conditioning equipment supplying Room 100 shall be fed from the nearest panel, **NOT RP-CR**.
- xxx. **Room 101:** Panel designated **RP-SC**; 100-amp, 3-phase, 120/208 V, 30 pole, surface-mounted, main breaker electrical panel; 100-amp service; all lights and circuits. The air conditioning equipment supplying Room 101 shall be fed from the nearest panel, **NOT RP-SC**.
- xxxi. **Room 102:** 1 lighting fixture, 6 dedicated circuits, and air conditioning.
- xxxii. **All security devices** (i.e., CCTV, alarm system, and access control system).
- xxxiii. **Guard Booth:** Panel designated **RP-GB**; 100-amp panel, 120/208 V; 100-amp service; all lights, circuits, and air conditioning.
- xxxiv. **General Building:** Systems consisting of domestic water pump, hallway lighting, 1 set of bathrooms on each floor (one light each restroom), exterior lighting, and electric boilers/heating systems where applicable.
- xxxv. **Room 44:** 1 lighting fixture, all circuits, and air conditioning.

c. **ESSENTIAL** power loads for **ESSENTIAL** riser equipment loads are (required capacity):

i.	<b>RP-EOC</b>	<b>20</b>	<b>KVA</b>
ii.	<b>RP-MR</b>	<b>5</b>	<b>KVA</b>
iii.	<b>RP-ND</b>	<b>9</b>	<b>KVA</b>
iv.	<b>RP-FM</b>	<b>12</b>	<b>KVA</b>
v.	<b>RP-TR</b>	<b>5</b>	<b>KVA</b>
vi.	<b>RP-TFR</b>	<b>12</b>	<b>KVA</b>
vii.	<b>RP-TIII</b>	<b>9</b>	<b>KVA</b>
viii.	<b>RP-CR</b>	<b>10</b>	<b>KVA</b>
ix.	<b>RP-SC</b>	<b>9</b>	<b>KVA</b>
x.	<b>RP-GB</b>	<b>9</b>	<b>KVA</b>

xi. NOTE: This does not include lighting, air conditioning, or normal receptacle loads.

d. All panels shall be 3-phase, main circuit breaker, hinged panels.

e. All outlets on **ESSENTIAL** power shall be clearly marked or identified through a unique color designating the receptacle. As a part of the lease cost, 20 of the **SHIELED** electrical outlets shall be fed from the **ESSENTIAL** power distribution system. The location of these outlets and the location of all other outlets shall be identified at the time of layout. The Lessor shall provide a unit price per **SHIELED** outlet, **ESSENTIAL**, and **STANDARD**.

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- f. Panels **RP-CR** and **RP-SC** shall be used **ONLY** to serve the loads within Room 100 and Room 101.

**B. GROUND BUS SYSTEM:**

1. The ground bus system shall meet the following requirements:
  - a. The Lessor shall provide a grounding system bus bar in Room 93, Room 94, and Room 95.
  - b. The grounding system bus bar shall be terminated in the earth either directly or via the steel structure of the building using #4/0 American Wire Gauge (AWG) copper cable with terminations. The ground in these rooms shall be electrically common with each other. Location of ground bus system in these rooms shall be determined at the time of layout.
  - c. In Room 95, the grounding system bus bar size shall be 6'-0" wide x 2" high x 1/4" thick, and it shall be mounted to the wall containing the 208 VAC outlets on 2-inch standoff insulators.
  - d. In Room 93 and Room 94, the grounding system bus bar size shall be no smaller than 2'-0" wide x 2" high x 1/4" thick, and it shall be mounted to the wall near the ceiling on 2-inch standoff insulators.

**C. OVERHEAD DISTRIBUTION SYSTEM:**

1. An overhead distribution system employing a center-hung divided aluminum cable tray 12" wide x 4" deep with 6-inch rung shall be provided for telephone and signal wiring. The overhead distribution system shall be installed in a closed loop configuration throughout the entire Field Office space, such that any area of the Field Office can be reached from this overhead distribution system with conduit runs of not more than 30 feet, 0 inches.
2. Note: The cable tray system **SHALL NOT** pass through Room 100 or Room 101.
3. **NOTE: THE CABLE TRAY SYSTEM SHALL BE INSTALLED AT APPROXIMATELY 6 INCHES ABOVE THE ACOUSTICAL CEILING. THERE SHALL BE AT LEAST 12 INCHES CLEAR SPACE ABOVE THE CABLE TRAY. INSTALLATION SHALL NOT BE COMPROMISED BY THE LOCATION OF HVAC DUCTWORK, VAV BOXES, AIR CONDITIONING UNITS, SPRINKLER LINES, OR ANY OTHER OBSTRUCTIONS. THE CONTRACTOR SHALL SUBMIT A "SANDWICH PLAN" DEPICTING LOCATION OF THE ABOVE. THE LESSOR SHALL ENSURE THAT THIS PLAN IS FOLLOWED. WHERE FIELD CONDITIONS DICTATE A DEVIATION IN THE SANDWICH PLAN, THE FBI SHALL REVIEW AND APPROVE THE CHANGE PRIOR TO ITS INSTALLATION. IF APPROVAL IS NOT SECURED IN ADVANCE, THE WORK SHALL BE REMOVED AT THE CONTRACTOR'S COST.**

**D. SHIELDED ISOLATION TRANSFORMERS:**

1. The Lessor shall provide computer grade shielded isolation transformers for all automated data processing (ADP)/telecommunications equipment (terminals, modems, FM radio, telephone switch) on the **ESSENTIAL** riser and the **SHIELDED** riser.
2. Transformers shall meet or exceed the following:
  - a. Electrostatic Shielding: The Lessor shall provide.
  - b. Common-Mode Noise Attenuation: 120 dB at 5 x 10<sup>-3</sup> picofarad (pF) coupling capacitance.
  - c. Insulation Temperature Class: 220EC.
  - d. Operating Voltage: Up to 110 percent of nominal.
  - e. Dielectric Strength: 2,500 VAC minimum.
  - f. K-Factor: rated for 100 percent non-linear loads, K-13.
3. Isolation transformers shall be Topaz, Controlled Power Company, Siemens, GE, or an equivalent pre-approved by the Contracting Officer.

**E. STANDBY POWER SYSTEM:**

1. The Lessor shall provide a separate standby power system with an ATS in accordance with the following criteria:
  - a. The standby power system shall be maintained by the Lessor in accordance with the equipment manufacturer's recommendations. All periodic maintenance performed on the system shall be documented and reported to the FBI when completed.
  - b. The Lessor shall provide startup and testing of the standby power system in accordance with the "Field Test" subparagraph below.

**F. STANDBY GENERATOR UNIT:**

1. The Unit shall be sized to serve all FBI **ESSENTIAL** power requirements including the electrical load associated with the dedicated 24-Hour HVAC system.
2. The generator shall have at least a 400 kilowatt (kW) capacity. The actual capacity of the generator shall be determined by the variable associated with the dedicated 24-Hour HVAC system, lighting, and elevator loads. Engineering calculations

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shall be submitted to the FBI to verify the generator size selected. The calculation shall include a list of all loads calculated, diversity factor, allowance for future load increases, etc.

3. If the generator is required to operate an elevator, then the Lessor shall bear the cost to increase the size of the generator to accommodate this load.
4. The Lessor shall provide an engine-generator set, correctly coordinated by the engine-generator manufacturer to ensure an installed rating in the project environment. Each set shall consist of a water-cooled diesel engine direct-connected to an air conditioning generator having a brushless excitation system and shall be provided with necessary accessories, auxiliaries, appurtenances, control equipment, and cooling systems, resulting in a complete set and, except for external service connections, ready for operation.
5. The Lessor shall mount each engine-generator set on a steel subbase sized to support the engine; generator-exciter, engine generator control panel; lubricating oil filters, heat exchangers, and pump; fuel oil filters, day tanks, and pumps; jacket coolant heat exchangers and pumps; and interconnecting piping and wiring. Engine unit-mounted radiators and auxiliaries shall be mounted on engine-generator set subbase.
6. The engine-generator set shall include electric starters, controls, and related wiring for electric starting. Batteries, battery racks, and charger assembly may be mounted on the set subbase.
7. The Lessor shall provide subbase with vibration isolators suitable for loads and lateral forces involved in the seismic zone indicated. Isolators shall be as recommended by the engine-generator set and the isolator manufacturers to suit specific equipment involved.
8. The electrical and mechanical field connections shall be made with flexible connectors. When standard with the manufacturer, combustion air filter/silencer units and exhaust muffler units may be mounted separately from the set and connections made to engine with corrosion-resistant flexible connections.
9. The engines and generators shall be factory-aligned on the subbase and securely bolted into place in accordance with the manufacturer's standard practice.
10. The Lessor shall paint each set, after assembly, with the manufacturer's standard paints and colors. After tests and before shipping, the Lessor shall thoroughly clean each set and refouch paint as necessary to provide complete protection to the set.
11. The Lessor shall arrange sets for automatic unattended starting in addition to manual start-and-stop by control panel switches. Each engine-generator set shall be capable of automatically starting, coming up to synchronous speed, and ready to accept full-rated power within 10 seconds after receipt of start signal.
12. **Fuel System.** The Lessor shall provide gauges, fuel lines, and connections in accordance with the manufacturer's recommendations.
13. The standby generator unit shall require the installation of a diesel fuel tank with outside fill (tank to hold fuel supply for 40 hours of full load operation). The fuel tank and associated fill and vent lines shall be provided by the Lessor. (Fuel tank shall have secondary containment.) The fuel tank shall have a gauge that reads in gallons.
14. **Derangement Annunciator Panel.**
  - a. The Lessor shall furnish and install a flush-mounted derangement annunciator panel in Room 91. The following alarm conditions shall be indicated on the panel for the standby generator unit.
  - b. Individual visual signals plus a common audible alarm for the following:
    - i. Generator supplying power to load
    - ii. Generator battery
    - iii. Charger malfunction - alternating current (A.C.) failure, direct current (D.C.) low voltage, D.C. high voltage.
    - iv. Low oil pressure alarm
    - v. Low oil pressure
    - vi. High water temperature
    - vii. Low water temperature
    - viii. Over-cranking
    - ix. Over speed
    - x. Low fuel (storage tank contains less than 3 hours supply)
    - xi. ATS in emergency position
15. **Main Line Circuit Breaker.**
  - a. A main line molded case circuit breaker shall be installed as load circuit interrupting and protection device. The circuit breaker shall operate both manually for normal switching functions and automatically during overload and short circuit conditions.
  - b. The trip unit for each pole shall have elements providing inverse time delay during overload conditions and instantaneous magnetic tripping for short-circuit protection. The circuit breaker shall meet standards established by Underwriters' Laboratories, Inc. (UL), National Electrical Association (NEA), and NFPA Standard 70, *National Electrical Code*.

- c. Generator/exciter field circuit breakers do not meet the above electrical standards and are unacceptable for line protection.
16. *Accessories.*
- a. The Lessor shall provide a standard maintenance tool kit for ordinary maintenance of the standby generator unit.
- b. Parts lists and complete operating and maintenance instructions shall be furnished with the standby generator unit.
17. *Field Supervision.* The Lessor's contractor shall provide the services of a factory-trained engineer to supervise the installation and proper operation when completed and to instruct the Government in the standby generator unit operation and maintenance. The engineer shall test the standby power system as a whole, complete with ATS, etc., in the presence of the FBI engineer.
18. *Field Test.*
- a. After completion of the standby power system, a factory-trained service representative shall inspect the installation and test and operate the complete system in the presence of the FBI engineer. The Lessor shall furnish at least 5 working days notice to the FBI engineer prior to date of test. The Lessor shall provide startup and testing of the standby power system, in the presence of the FBI engineer, including all equipment and controls associated with the standby power system after installation to ensure the system functions properly.
- i. The Lessor shall provide instruction to the FBI designated employees in the proper operation and maintenance of the standby power system.
- b. Upon completion of initial startup and system checkout, the Lessor shall perform "heat run" test of electric sets of at least 4 hours to demonstrate power, stability, voltage, and frequency. The Lessor shall furnish portable "load bank," all necessary hook-ups, and fuel necessary to conduct the test. After completion of the test, the Lessor shall leave the system fuel storage tank and day tank full of fuel.
- c. The test shall consist of the following minimum demonstrations:
- i. Demonstrate pre-alarm conditions and test alarm shutdown functions.
- ii. Run electric set 3 hours at 100 percent of rated load. If generator fails, correct problems and re-test generator.
- iii. Disconnect the load bank, and connect generator to the FBI ATS. De-energize utility input feeder to the ATS, and demonstrate that the generator starts and that the dedicated 24-Hour HVAC system automatically restarts and runs.
- d. The Lessor shall record and furnish a test record to the FBI engineer of the following data:
- i. Date, weather, outside temperature, humidity, and ambient temperature.
- ii. Record every 15 minutes during test operation the following chronological record of sequence of testing:
- (a) Voltage
- (b) Amperage or load
- (c) Frequency
- (d) Oil temperature
- (e) Coolant temperature
19. *Manufacturer.* Standby generator units and accessories shall be manufactured by Caterpillar Tractor Co., Detroit Diesel, Onan, or an equivalent pre-approved by the Contracting Officer.
20. *Automatic Transfer Switch (ATS).*
- a. The ATS shall control the standby generator unit and shall be enclosed type, wall- or floor-mounted. Switches shall be mechanically held, 100 percent of full load, 3-pole, 3-phase, 4-wire and 480Y/277 V.
- b. The ATS shall have engine starting contacts to start the standby generator when normal service drops to 90 percent on any phase and load shall be automatically transferred when the standby voltage and frequency reach 95 percent.
- c. The ATS shall be double-throw, operated by a momentary energized single coil mechanism. Operating current for transfer shall always be obtained from source to which load is to be transferred. Switch failure shall not permit neutral position, and the switch shall be positively locked mechanically. The switch shall be capable of transferring successfully in either direction with 70 percent of rated voltage applied to the switch terminals.
- d. The ATS shall have an adjustable time delay on outage of up to 6 seconds to prevent starting standby generator during momentary power interruptions. The switch shall have an adjustable motor driven time delay (2 minutes to 30 minutes) on retransfer to normal source set to keep the standby generator unit operating a minimum of 15 minutes after normal power has reached 90 percent of rated voltage on all 3 phases. After retransfer occurs, an adjustable 0-minute to 5-minute cool down running time shall be provided. If the standby power system should fail during the 0-minute to 30-minute time delay, the switch shall automatically return to the normal source.
- e. There shall be a "TEST" button on the ATS to simulate normal source outage under full standby load. The timer shall operate in conjunction with the "TEST" button only so that the standby generator shall operate a minimum of 30 minutes whenever tested and shall not allow standby generator to be stopped once the test is operated until the end of the timing cycle.

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- f. The ATS shall be combined with a bypass-isolation switch of the same manufacturer. This bypass-isolation switch shall permit manual electrical bypass and isolation of the ATS for maintenance and testing of the switch which could not be done without disrupting the load. The automatic transfer and bypass-isolation switch shall be factory-assembled and tested so that only service and load connections are made in the field. The manual operation shall be accomplished by 2 handles with visual indication of normal, emergency, test, open, and closed as required.
- g. *Automatic controls shall be furnished to provide automatic cranking of the engine when failure of the normal power supply actuates an initiating device.*
  - i. The equipment shall be designed to prevent excessive cranking, with possible damage to the cranking motor. In case the engine does not start, automatic stop shall be provided.
- h. The ATS shall be completely factory-wired internally with all wiring brought out to terminal blocks for extension. The switch shall be ASCO 7000, Russelectric, Zenith, or as approved.
- i. The ATS shall be equipped with an automatic in-phase monitor and control for transferring motor loads without large inrush currents caused by out-of-phase transfers.

#### 4.12 LIGHTING: INTERIOR AND PARKING

- A. The Lessor shall provide interior and parking lighting, as part of the building shell cost, in accordance with the following:
  - 1. The Lessor shall provide deep-cell parabolic louver 2'-0" wide x 2'-0" deep (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce 50 average maintained foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors, and 10 foot-candles in other non-working areas.
  - 2. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have an average of 2 foot-candles of illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Exterior lighting and indoor parking shall be sufficient to accommodate security monitoring (i.e., closed circuit television camera). Indoor parking shall have an average of 10 foot-candles and shall be designed based on IESNA standards.
  - 3. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.
  - 4. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with both the ADAAG and the UFAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

#### 4.13 SWITCHES

Switches shall be located on columns or walls by door openings in accordance with the "Accessibility" paragraph in the OFFER EVALUATION section of this SFO. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by 1 light switch. Each private office or room shall have a separate light switch. Three-way switches shall be provided in all rooms or open areas with more than one entrance.

#### 4.14 ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 rentable square feet of office may be controlled by 1 switch or automatic light control and must be provided to all space on the Government meter, either through a BAS, occupant sensor, or other comparable system acceptable to the Contracting Officer.

#### 4.15 EXTERIOR/SITE CONDUIT

- A. These conduit requirements shall be coordinated with the FBI and incorporated in the construction drawings prior to paving of the site. All conduit specified in this SFO is for the dedicated use of the FBI. All conduit shall be individually tagged to indicate origination and termination points.
- B. GUARD BOOTH/SITE PERIMETER TO BUILDING:  
Three 2-inch PVC underground conduits shall run from a designated Room 98 in the building to the guard booth terminating in an 18-inch junction box. HVAC, convenience receptacles, and branch circuits for gates and vehicle barricades shall be served by the FBI's essential power system. PVC underground conduit (1-inch) shall be installed parallel to the perimeter fence with rigid steel risers at any changes in fence direction and at the mid point of each straight section. Conduit shall also be provided from each fence corner to the inside of the building.

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C. PARKING GARAGE TO BUILDING:

A minimum of two (2) 2-inch PVC underground conduits shall run between the secured parking garage (if a separate garage is proposed) and the designated Room 98 in the building.

D. CCTV LOCATIONS:

A minimum of eight (8) 3/4-inch PVC underground conduits shall run from the designated electrical closet in the building to the perimeter to all exterior closed circuit television (CCTV) locations on the main office building/parking garage as designated on the final security plan to be provided with the Government's design intent drawings.

E. A minimum of twelve (12) exterior cameras will be located on the building(s) housing the office space, the Annex Facility if one is to be provided with this SFO, and secured parking. Cameras will be either parapet- or wall-mounted at approximately 18 feet, 0 inches from the ground. The FBI will provide mounting equipment (outdoor wall brackets and mounting fixtures) for the Lessor to install on the exterior walls of the building(s).

F. A dedicated 120 V electrical circuit tied into the essential power system shall be provided inside the building but in close proximity to each exterior camera location. Locations of these exterior cameras and electrical outlets will be identified on the security layout to be provided with the Government's design intent drawings.

G. Site lighting for the entire property, including code-required parking, shall provide an average of 2 foot-candles. Emergency lighting shall be required at designated camera locations around the property, to be identified on the design intent drawings. Site lighting plans shall be submitted to the Government for review and approval prior to incorporation in the construction drawings. Landscaping shall not block or obscure cameras.

H. ACCESS CONTROL:

A minimum of ten (10) 1-inch PVC underground conduits shall run from the designated electrical closet in the building to a minimum of ten (10) access control locations at the site entrances. The mounting boxes and/or mounting posts will be furnished by the FBI and installed by the Lessor. Mounting boxes shall be installed at 47 inches (to the center of the keypad) and above the finished floor. All mounting boxes will meet ADAAG requirements.

I. FIRE DEPARTMENT:

The Lessor shall coordinate with the FBI any fire department access requirements to the site and the building required as a result of the installation of the access control system.

J. ANNEX FACILITY TO BUILDING:

A minimum of two (2) 4-inch PVC underground conduits shall run from the designated Room 98 in the building to the designated Room 98 in the Annex Facility, if an Annex Facility is to be provided with this SFO.

**4.16 INTERIOR CONDUIT**

A. REQUIREMENT 1:

The Lessor shall provide 3/4-inch EMT conduit at all interior access control locations, run from the mounting box and stubbed off at a minimum of 12 inches above the ceiling on the tenant side of the wall for all perimeter doors, specified interior doors roll-up door(s), and other locations as determined at the time of layout. If an Annex Facility is to be provided with this SFO, the Lessor shall provide 3/4-inch EMT conduit for all perimeter doors, roll up garage door(s), and specified interior doors of the Annex Facility.

B. REQUIREMENT 2:

The Lessor shall provide 3/4-inch EMT conduit at designated locations in Room 9, Room 11, Room 12, Room 13C, Room 16, Room 17B, and Room 18. The conduit shall terminate in a standard single-gang junction box at code-required outlet height, with a coverplate. Conduit shall be stubbed off 12 inches above the ceiling on the tenant side of the wall.

C. REQUIREMENT 3:

The Lessor shall provide 3/4-inch EMT conduit immediately inside all perimeter door locations.. A dedicated 120 V electrical outlet tied into the essential power system shall be provided above the ceiling at each interior location. If an Annex Facility is to be provided with this SFO, the Lessor shall provide 3/4-inch EMT conduit inside all perimeter door locations.

D. CABLE TELEVISION:

The Lessor shall provide 3/4-inch EMT conduit for cable television outlets as indicated in the following rooms: Room 1, Room 2, Room 5, Room 8A, Room 10, Room 13A, Room 13E, Room 14, Room 17A, Room 23, Room 25, Room 26, Room 29, Room 36, Room 38, Room 39, Room 48, Room 53, Room 54, Room 55, Room 57A, Room 66A, Room 99F, and two designated locations in the Annex Facility if one is required under the provisions of this SFO.

E. RADIO ANTENNA:

The Lessor shall provide 3/4-inch EMT conduit for radio antenna outlets as indicated in the following rooms: Room 1, Room 2, Room 5, Room 8A, Room 65A. If an Annex Facility is required under the provisions of this SFO, the Lessor shall provide one 2-inch EMT conduit from the designated Room 98 in the Annex to the roof of the Annex.

F. Conduit runs shall be as straight and direct as possible with bends minimized to the maximum extent possible. For every 180-degree turn or every two 90-degree turns, 24" wide x 24" high pull boxes shall be provided by the Lessor.

G. The Lessor shall provide 3,000 linear feet of 3/4-inch EMT conduit required to support CCTV, alarm, and access control systems wiring as a part of the rental rate. The Lessor shall install the conduit to the locations designated on the Government's design intent drawings. Labeled pull strings shall be provided in all conduit, even if not required by code. All conduit shall be individually tagged to indicate origination and termination points within the building.

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#### 4.17 SPECIFIC ROOM CONDUIT

A. ROOM 43:

The Lessor shall provide one 1-inch EMT conduit sleeve between Room 43A and Room 43B.

B. ROOM 65A:

The Lessor shall provide one 2-inch EMT conduit from Room 93 to Room 65A.

C. ROOM 90:

The Lessor shall provide one 3/4-inch EMT conduit between Room 90 and Room 96.

D. ROOM 96:

1. The Lessor shall provide two 4-inch EMT conduit(s) from the Government's Room 96 Demarcation Point to the point of incoming building service.
2. The Lessor shall provide one 4-inch EMT conduit from the Government's Room 96 to the point of incoming building service.
3. The Lessor shall provide one 3-inch EMT conduit from the Government's Room 96 to Room 88.

E. ROOM 95:

1. The Lessor shall provide one 2-inch EMT conduit from Room 95 to Room 92.
2. The Lessor shall provide one 1-inch EMT conduit from Room 95 to the Room 88.
3. The Lessor shall provide one 3-inch EMT conduit and one 2-inch EMT conduit from Room 95 to the roof.

F. ROOM 93:

1. The Lessor shall provide one 3-inch EMT conduit and one 2-inch EMT conduit from Room 93 to Room 92.
2. The Lessor shall provide one 3-inch EMT conduit from Room 93 to the roof.
3. The Lessor shall provide two 3-inch EMT conduits from Room 93 to Room 94.

G. ROOM 94:

The Lessor shall provide one 3-inch EMT conduit from Room 94 to the roof.

H. ROOM 99C:

The Lessor shall provide one 4-inch EMT conduit from the point of incoming building telephone service to a designated telephone company demarcation point, usually an electrical or telephone closet in close proximity to Room 99C. One 4-inch EMT conduit shall be provided from Room 99C to the roof.

I. ROOM 100:

The Lessor shall provide one 1-inch EMT conduit from Room 100 to Room 101.

#### 4.18 CONDUIT ROUTING FOR ANTENNAS

- A. The Lessor shall provide continuous routing for the FBI's coaxial cables from Room 94 to the outside rooftop antennas through a roof penetration (commonly known as a dog house) utilizing a Microflex or pre-approved equivalent antenna cable window. The Lessor shall also provide routing for the antenna cabling utilizing a cable tray from above the ceiling of the floor below to the base of the roof penetration (dog house) to accommodate the installation of multiple semi-rigid 7/8-inch Heliax antenna cable.
- B. All conduits penetrating the roof shall require weather head fittings installed up to 2 feet, 0 inches above the finished roof surface-mounted on the rooftop end of the conduit run. A 24" wide x 24" high pull box shall be provided by the Lessor for every two 90-degree turns (in any direction) in any conduit run.

#### 4.19 BUILDING CONDUIT RISER SYSTEM

- A. The Lessor shall provide a minimum of three (3) 4-inch core drills with a 12-inch sleeve in closets designated as Room 98. The closets and core drills shall be stacked vertically from the lowest FBI floor to the highest FBI floor. Where parking is proposed within the office building, the core drills shall be provided between the first level parking garage and the lowest office floor.
- B. These closets shall provide an internal riser system consisting of a minimum of 1 dedicated pair of closets on each floor. Building electrical equipment shall not be permitted in closets designated as Room 98. The closets shall be aligned both vertically and horizontally to minimize length of conduit, cable, and fiber runs.
- C. Closets shall be constructed in accordance with Wall Type A4 with minimum dimensions of 10'-0" wide x 10'-0" deep. Dedicated 24-Hour HVAC system shall be provided in all closets. The closets shall also have 4'-0" wide x 8'-0" long x 3/4" thick sheets of fire-rated, painted plywood mounted horizontally on 2 entire walls to house access control and alarm control panels.
- D. Six quadruplex outlets on separate dedicated 20-ampere (amp) essential power service shall be available in each of these closets.

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#### 4.20 PAGING SYSTEM

- A. The Lessor shall provide a paging system throughout the FBI's space. No speakers shall be installed outside the FBI space. Speakers **SHALL NOT** be installed in Room 100 or Room 102 and shall be installed at least 3 feet, 0 inches from the exterior face of any Room 100 or Room 101 wall. The Lessor shall furnish all of the necessary materials associated with the installation.
- B. There are 3 main components to a paging system: audio, amplifier, and speakers, as well as interconnecting wire. The paging system audio amplifier shall meet or exceed the following requirements. Final public address (PA) design layout shall be submitted to the FBI for review and approval. The paging system shall use solid-state technology (no tubes).
1. *Input.*
    - a. Each of the 4 auxiliary inputs shall have a separate volume control.
    - b. 600-ohm (O) balanced.
    - c. Frequency response: 70 hertz (Hz) to 15 kilohertz (kHz).
  2. *Output.*
    - a. 70.7 volt (V) line output. The system shall use Electronic Industries Alliance (EIA) 70.7 V consultant voltage power distribution.
    - b. Separate base and treble controls.
    - c. 120 W root mean squared (RMS) @ less than 5 percent distortion.
  3. *Note:* This amplifier will drive approximately 50 speakers using the 2-W transformer tap.
  4. *Power Required.* 120 V, 50 Hz to 60 Hz; 230 W.
  5. *Dimensions.* Shall not exceed 18" wide x 12" deep x 6" long.
  6. *Weight.* Shall not exceed 35 lbs.
  7. *Cabinet.* Shall be contained in a metal cabinet, including the front and rear panels. This is needed to prevent close proximity radio frequency interference.
  8. *Speakers.*
    - a. Standard 8-inch ceiling-mounted speakers and baffles.
    - b. Each speaker shall use a 70.7 V transformer with secondary taps of 1/2 W, 1 W, 2 W, and 4 W @ 8 O. The 70.7 V transformer primaries are wired in parallel across the 70.7 V line output of the amplifier.
  9. *Frequency Response.* 70 Hz to 15 kHz.
  10. *Power Rating.* Minimum of 4 W @ 8 O.
  11. *Speaker placement.* The number of speakers will vary according to unique requirements. However, 1 speaker for every 400 square feet of office space for large open areas and 1 speaker per small office space, or individual room, shall be used as a guideline. The amplifier shall drive 50 speakers @ 2-W taps; or 50 speakers @ 1-W taps, and 25 speakers @ 2-W taps. Individual volume controls, wall-mounted, shall be provided in every enclosed office/room. Volume controls shall be provided for every 900 square feet of open office space. Volume controls may be mounted on the speakers in the open office areas and storage areas if allowable under ADA provisions. Volume controls for every enclosed office/room shall be mounted on the wall directly adjacent to the door at the same height as the light switches. Coverplates for the volume controls shall match those provided for electrical and telephone/data outlets.
  12. *Wiring.*
    - a. The paging audio shall be provided to the audio amplifier through a dedicated telephone system 600-O audio pair (of wires) permitting access to the paging system from any office telephone. All wiring between the PA amplifier and speaker transformers shall be plenum cable for plenum applications without conduit. The cable shall be a single pair of #20-gauge wires with a shield and ground wire (ALPHA #58421 or an equivalent pre-approved by the Contracting Officer).
    - b. The 70.7 V transformer secondary taps of 1/2 W, 1 W, 2 W, and 4 W @ 8 O shall be provided for custom audio output level adjustment. In most cases, the 1-W tap shall provide sufficient paging audio levels for most smaller rooms, while the 2-W or 4-W taps may be needed for larger areas.

#### 4.21 TELEPHONE: DISTRIBUTION AND EQUIPMENT (JAN 1997)

- A. Telephone floor or wall outlets shall be provided on the basis of 1 per 100 ANSI/BOMA Office Area square feet. The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation will be safely concealed in floor ducts, walls, or columns. Wall outlets shall be provided with rings and pull strings to facilitate the installation of cable.



- B. The Government reserves the right to provide its own telecommunication (voice) service in the space to be leased. The Government may contract with another party to have inside wiring and telephone equipment installed. Telecommunication switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

#### 4.22 TELEPHONE SYSTEM

- A. A dedicated telephone system shall be installed in the Government's space by **OTHERS**. The Lessor shall provide 24-Hour HVAC in the Government's Room 96 for the main switch. Refer to the "Room 96" paragraph in the SPECIFIC ROOM REQUIREMENTS section of this SFO. Also refer to the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- B. The Lessor shall provide coverplates capable of accommodating 2 RJ-45 jacks for each telephone outlet. The Government's telephone vendor shall provide the actual jacks. Coverplates shall match those provided for the electrical outlets, light switches, etc.
- C. For conduit run requirements, refer to the "Specific Room Conduit" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.

#### 4.23 DATA DISTRIBUTION

Floor or wall outlets shall be provided on the basis of 1 per 100 ANSI/BOMA Office Area square feet. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations will be safely concealed in floor ducts, walls, columns, or below access flooring. Wall-mounted outlets shall be provided with telephone junction boxes (2" wide x 4" high) with 3/4-inch EMT conduit stubbed above the ceiling for each outlet. Pull strings shall be provided. The Government shall at its expense be responsible for purchasing and installing said cable. The Lessor shall provide coverplates which provide a grommited opening for each data and panic alarm outlet. Coverplates shall match those provided for electrical outlets, light switches, etc.

#### 4.24 TOILET ROOMS

- A. Separate toilet facilities for men and women shall be provided on each floor where occupied by the Government in the building. The facilities must be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- B. The Lessor shall take water conservation into consideration for all plumbing fixtures installed in both public areas and Government-controlled space.
- C. Each main toilet room shall contain the following equipment:
1. A mirror above the lavatory.
  2. A toilet paper dispenser in each water closet stall, that will hold at least 2 rolls and allow easy, unrestricted dispensing.
  3. A coat hook on the inside face of door to each water closet stall and on several wall locations by lavatories.
  4. At least 1 modern paper towel dispenser, soap dispenser, and waste receptacle for every 2 lavatories.
  5. A coin-operated sanitary napkin dispenser in women's toilet rooms and a waste receptacle for each water closet stall.
  6. Ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches.
  7. Disposable toilet seat cover dispenser for each water closet stall.
  8. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

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**4.25 TOILET ROOMS: FIXTURE SCHEDULE (OCT 1996)**

A. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 50 percent men and 50 percent women:

B. Refer to the schedule separately for each sex.

NUMBER OF MEN*WOMEN			WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2
36	-	55	3	3
56	-	60	4	3
61	-	80	4	4
81	-	90	5	4
91	-	110	5	5
111	-	125	6	5
126	-	150	6	**
> 150			***	

\* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.

\*\* Add one lavatory for each 45 additional employees over 125.

\*\*\* Add one water closet for each 40 additional employees over 150.

C. For new installations:

1. Water closets shall not use more than 1.6 gallons per flush.
2. Urinals shall not use more than 1.0 gallons per flush.
3. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch (psi).

**4.26 DRINKING FOUNTAINS**

A. The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

B. Also refer to the "Room 62" paragraph in the SPECIFIC ROOM REQUIREMENTS section of this SFO.

C. Solder and flux in joining potable water supply piping shall not contain more than 0.2 percent lead, and domestic water pipe or pipe fittings shall not contain more than 8 percent lead. In addition, the Lessor shall meet standards set forth in EPA Publication 812-B-94-002, April 1994, *Lead in Drinking Water Standards for Schools, and Non-Residential Buildings*.

**4.27 JANITOR CLOSETS**

Janitor closets with service sink or mop basin, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Janitor closets shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

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## **5.0 GENERAL ARCHITECTURE**

### **5.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR**

The space offered shall be located in a new or modern office building with facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. The building shall be compatible with its surroundings. Overall the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building. The facade, downspout, roof trim, and window casing are to be clean and in good condition. If not in a new or modern office building, the space offered shall be in a building that has undergone or will complete by occupancy, first-class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer must be submitted as part of the offer.

### **5.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)**

- A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
1. ceiling grid and tile;
  2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
  3. duct work and HVAC equipment;
  4. wiring and electrical equipment;
  5. aluminum and/or steel doors and frames;
  6. hardware;
  7. drywall;
  8. steel studs;
  9. carpet, carpet backing, and carpet padding;
  10. wood;
  11. insulation;
  12. cardboard packaging;
  13. pallets;
  14. windows and glazing materials;
  15. all miscellaneous metals (as in steel support frames for filing equipment); and
  16. all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

### **5.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)**

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them;

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however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

#### 5.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

#### 5.5 STRUCTURAL INTEGRITY

For new construction, the building shall be of sound construction and shall be designed to prevent or eliminate progressive collapse. Refer to the "Direct Design Method in Commentary Portion" chapter of the American Society of Civil Engineers ANSI/(ASCE) 7/95, *Minimum Design Loads for Buildings and Other Structures* Standard. In addition, the design structure must not be subject to progressive collapse, as defined in the national code used. The failure of a beam or slab shall not result in failure of the structural system below or in adjacent bays. In case of column failure, the damage shall be limited to the bays supported by that column. Compliance shall be certified by a professional, licensed structural engineer.

#### 5.6 BUILDING: GENERAL

- A. The exterior facing of all buildings on the site shall be of the same material.
- B. Air intakes shall be located on the roof of the proposed building(s).
- C. All employee entrances shall be separate from the main public entrance of the building and shall be sheltered.
- D. One weatherproof quadruplex electrical outlet and hose bib shall be provided on each side of the main office building.
- E. INTERNAL STAIRWELL/STAIRWELL FINISHES:  
At the Government's option, location on more than 1 floor shall require a dedicated internal stairwell, in addition to code-required stairwells, within the FBI space, constructed in accordance with applicable codes. The public shall not have access to this stairwell. The internal stairwell shall not be included in the total net usable square footage provided. Cost shall be amortized in the rental rate. Stair finishes for all stairwells shall be carpeting or rubberized flooring.

#### 5.7 SLAB-TO-SLAB

Where the Government's space adjoins a public area such as loading docks or a parking garage proposed within the office building, or that of other building tenants, including office space proposed for building or property managers, the perimeter walls of the Government's space shall be constructed slab-to-slab. Refer to the "Wall A7: Perimeter Wall Partition" diagram and specifications in the DIAGRAMS AND SPECIFICATIONS section of this SFO. Room Descriptions within the SPECIFIC ROOM REQUIREMENTS sections call for different types of slab-to-slab partitioning (Wall Types A2 through A6). Refer to the DIAGRAMS AND SPECIFICATIONS section of this SFO for construction details.

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## 5.8 FLOORS AND FLOOR LOAD

- A. One hundred pounds per square foot (psf) live load shall be required in the general office areas. For individual areas that require greater floor load, refer to the SPECIFIC ROOM REQUIREMENTS sections of this SFO.
- B. The floor shall be level after full loading to accommodate systems furniture, Space Saver systems, and/or intensive shelving unit systems.

## 5.9 ROOFTOP ANTENNA

### A. VHF/UHF ANTENNA REQUIREMENTS:

Space and appropriate mounting support shall also be provided on the roof for the mounting of \_\_\_\_\_ very high frequency (VHF) communications antennas with 22-foot, 0-inch vertical mast heights. A specific design intent for the VHF antenna mounting structure such as a reinforced mechanical screen, mechanical penthouse wall, or I-beam arrangement shall be proposed by the Lessor based upon local code requirements and the configuration of the roof structure(s). This design shall be coordinated with, and reviewed and approved by, the FBI.

### B. HF ANTENNA REQUIREMENTS:

A suitable location on the roof of the building shall be provided for the mounting of 1 high frequency (HF) radio antenna. The antenna shall be located in an open and clear area away from other antennas and structures (including the FBI's other antennas). The FBI will install one 35-foot, 0-inch vertical whip antenna mounted on the rooftop to a steel or pre-drilled aluminum plate secured to a set of I-beams with 12 ground plane radials running along the roof outward from this mounting plate for a distance of 36 feet, 0 inches. These radials are of #10 copper, lie on top of the roof, and run at 30-degree angles to each other. They can be covered for protection at the Lessor's discretion.

- C. The antenna and coupler are provided and will be installed by the FBI. The mounting plate and set of I-beams shall not be secured to the building framework. The 35-foot, 0-inch vertical whip antenna shall require 4 guy ropes secured at 90 degrees to each other and connected to secure guy points on the roof area. An alternate method of guying would require 3 guy ropes spaced 120 degrees apart.

- D. The Lessor shall provide the guy ropes and tie down points. Refer to the "Antennas: Room 95 and Antenna Layout" diagrams in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

### E. ROOF ACCESS REQUIREMENTS:

Access to the roof deck shall be through a minimum of 1 stairwell extended to the main roof deck in the area designated for the installation of the FBI's antennas. The Lessor shall provide a full-size (3'-0" wide x 7'-0" long) opening onto the roof. The Lessor shall provide a walkable roof surface for access to each of these antennas.

### F. ROOF ELECTRICAL REQUIREMENTS:

Outdoor weather-tight electrical receptacles tied into the essential power system shall be provided per code at designated locations on the roof to support the antenna structure and installation.

### G. LOCATION:

Room 94 shall be located on the top floor of the building. Final location shall be coordinated with the FBI.

- H. The exact location and positioning of antennas/dishes and/or any required towers shall be coordinated with FBI personnel. The Lessor shall advise the Government in writing of any local code restrictions, jurisdictions, or permit requirements which would impact the installation of any antennae/dishes or towers on the roof of the proposed building or the site itself at the initial offer stage.

- I. Space shall be provided on the roof of the building for the mounting of \_\_\_\_\_ 6-foot, 0-inch diameter microwave antenna(s). The sites that cannot provide a clear line of site path for FBI communications will not be considered.

## 5.10 ACCESS TO SPACE

No telephone service other than that required for the Government shall be permitted to pass through the FBI's space except when routed through building space such as electrical or telephone closets dedicated to that use. Floor and ceiling slabs contiguous to other tenants or public space **SHALL NOT** be penetrated to accommodate the installation of utilities for the FBI.

## 5.11 ELEVATORS

- A. The Lessor shall provide suitable passenger and service elevator service to all GSA-leased space not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SCHEDULE OF PERIODIC SERVICES section of this SFO. However, 1 elevator shall be available at all times for Government use. GSA will be given 24 hours advance notice if the service is to be interrupted more than 1-1/2 hours. Interruption shall be scheduled for minimum inconvenience.

### B. CODE:

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/ASME A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall, and elevator lobby smoke detectors must not activate the building fire alarm system but must signal the fire department of central station service and must capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet both the ADAAG and the UFAS requirements.

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- C. A minimum of 1 elevator shall be provided for public access only and shall be located near the main public entrance to the building. As an option, traveling cables may be required; the Offeror shall provide unit cost per one 8-pair twisted shielded travelling cable to be run from the elevator cab control panel and the elevator machine room.
- D. Additional elevators, as determined by code, shall be restricted to employee access only and shall be located near a specific employee entrance.
- E. **SAFETY SYSTEMS:**  
Elevators are to be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service.
- F. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.
- G. **SPEED:**  
The passenger elevators must have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on a minimum of 150 feet per minute). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.
- H. **ENTRANCE:**  
The elevator entrance shall provide a clear opening of at least 36 inches. The inside measurement shall be a minimum of 68" wide x 51" deep.
- I. **SERVICE ELEVATOR:**
  - 1. The building shall provide a service elevator with nominal interior dimensions of 5'-4" wide x 8'-4" deep with a minimum carrying capacity of 4,000 lbs. Cab and door heights shall be standard. The service elevator opening shall be a minimum width of 54 inches clear. The service elevator shall be equipped with override control and should be capable of accepting the Government's access control system, complete with traveling cables. Proposals to utilize a passenger elevator as a service elevator will not be acceptable.

#### 5.12 **LOADING DOCK**

An enclosed loading dock, capable of accommodating one 55-foot, 0 inch tractor trailer truck shall be provided. The loading dock shall 1) not be situated underneath the building and 2) be totally enclosed by means of a lockable overhead door or other secure mechanism. The loading dock shall be equipped with an adjustable automatic hydraulic dock leveler with a shielded heavy-duty push button control. Substitutions of the dock leveler shall be pre-approved by the Contracting Officer.

#### 5.13 **GENERAL ARCHITECTURE: EXITS AND ACCESS**

- A. The building offered shall provide separate and distinct public/visitor and employee entrances for security purposes. The principal building entrance/building lobby may serve as the public/visitor entrance; however it shall allow only limited, or controlled, access to the remainder of the tenant space in the building. Direct access from the public/visitor's entrance to interior building corridors, elevators, and stairs shall be precluded. The lobby shall be acoustically and visually isolated from adjoining office space and shall be sufficiently sized. The main lobby may exceed the square footage required for Room 10 if so proposed by the Offeror; however, the additional square footage shall not be considered usable office area footage, and rent will not be paid for the additional space provided.
- B. Room 9, Room 10, Room 11, Room 12, Room 13, Room 14, Room 15 functions are typically located immediately off of or adjacent to the main lobby for design purposes.
- C. Room 16, Room 17A and Room 17B, Room 18, and Room 19 are typically located in a Secure Processing Area within the building for design purposes.
- D. A separate employee entrance(s) shall be provided for access from outside surface and inside secured parking areas. The employee entrance(s) shall be discreetly located a minimum of 20 feet, 0 inches from the public/visitors entrance for security purposes.
- E. Vestibules shall be provided at both public and employee entrances and exits where weather conditions and loss of heated/conditioned air are important factors for consideration. Provisions shall be made for equalizing air pressure where deemed necessary. The doors in the vestibule at the public entrance must be heavy-duty tempered glass.

#### 5.14 **WINDOWS: EXTERIOR - NEW CONSTRUCTION**

- A. Exterior glass shall not exceed 40 percent of the exterior wall area of each bay, floor-to-floor, not including entry atrium/atria. All windows shall be weather-tight.
- B. All exterior windows, to include skylights, shall provide insulated, laminated glass window units with heavy-duty aluminum frames. Each pane of the insulated glass unit shall consist of two 1/8-inch thick plies of annealed glass with a 30 mil polyvinyl butyral (PVB) interlayer ("Saflex" by Monsanto, "Butacite" by DuPont, or an equivalent pre-approved by the Contracting Officer). Thicker or more strengthened glass shall be provided for windows if recommended by the laminated glass manufacturer. The insulated laminated glass shall extend into the frame rabbet a minimum of 1 inch in all directions (head, bottom, and both sides). The top of the insulated glass unit shall be sealed into the aluminum frame using a structural silicon (DOW Corning's #995, GE's SSG4000, /

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or an equivalent pre-approved by the Contracting Officer) with a bead 1/4" thick x 3/4" deep, no more and no less. The sides and bottom of the insulated glass unit shall be sealed weather-tight into the aluminum frame using the manufacturer's standard method. The top of the aluminum frame shall be attached into the building using 1/2-inch diameter, steel screws or bolts spaced every 6 inches O.C. to a depth of 3 inches. The sides and bottom may be attached using the manufacturer's standard method. Window frames shall be manufacturer's heavy-duty type. Curtain wall construction is not acceptable. All glazing units must be framed at the head directly to building structure and not to other horizontal frame elements. Refer to the "Security: Laminated Glass Window" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

#### 5.15 WINDOWS: INTERIOR

A. Refer to the SPECIFIC ROOM REQUIREMENTS sections for specific window information.

B. Glass vision panels shall be provided in some offices and rooms as indicated in the SPECIFIC ROOM REQUIREMENTS sections. These stationary glass view windows shall be constructed in walls where indicated on the design intent drawings. Size shall be 4'-0" wide x 3'-6" long with head height at same level as adjacent door frames. The Lessor shall provide adjustable-slat window blinds, inside reveal on inner (occupant's) side of all view windows.

C. Pass-through windows, measuring 4'-0" wide x 3'-6" long, with a sliding glass panel and locking hardware shall be required in some rooms as indicated in the SPECIFIC ROOM REQUIREMENTS sections. Window hardware shall allow easy operation of the glass from the opened to closed position. The Lessor shall provide a 12-inch wide shelf with plastic laminate cover at each window.

D. View windows, measuring 12'-3/16" wide x 12'-3/16" long, shall be provided by the Lessor and placed in designated internal room doors in Room 9 and Room 12. The blinds shall open on the corridor side, not the room side. Blinds shall be between insulated 6mm (.236") tempered clear glass on both sides. The blade color shall be White K-1285. Refer to the "Windows: Room 9 View Window" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

1. Approved manufacturer or an equivalent pre-approved by the Contracting Officer.

Vision Control Products  
Unicel Inc.  
88 de Vaudreuil, Boucherville  
Quebec, Canada J4B 5G4  
Phone: (800) 668-1580 or  
(450) 655-1580

#### E. BULLET-RESISTANT WINDOW MATERIAL:

1. The Lessor shall install a UL 752, Level III, Super Power Small Arms (SPSA), bullet-resistant fixed multi-panel transaction window unit, mounted a minimum of 40 inches above the finished floor in Room 10. Estimate 10 feet, 0 inches length for cost purposes. Refer to the SPECIFIC ROOM REQUIREMENTS sections of this SFO.
2. The Lessor shall install UL 752, Level III, SPSA glazing material for bullet-resistant protection.
3. Transaction window(s) assembly shall be constructed of UL 752, Level III, SPSA, stainless steel frame installed at vertical edges of bullet-resistant glazing, plastic laminate multi-layered base with UL 752, Level III, SPSA, bullet-resistant material with a stainless steel deal tray with UL 752, Level III, SPSA, bullet trap.
4. The Lessor shall install UL 752, Level III, SPSA, transaction window(s) in accordance with manufacturer's specifications. (Size shall be indicated but will vary with size of office and type of installation).
5. Acceptable manufacturers or an equivalent manufacturer providing UL 752, Level III, SPSA, bullet-resistant protection that is pre-approved by the Contracting Officer:

- a. Insulguard Corporation  
5133 Lawrence Place  
PO Box 278  
Hyattsville, MD 20781  
Phone: (301) 927-8855 or  
(800) 638-6718
- b. National Bullet Proof Inc.  
9855 S. 78th Avenue  
Hickory Hills, IL 60457  
Phone: (708) 430-3200 or  
(800) 323-2648
- c. Safeguard Security (Armortex)  
4728 Goldfield  
San Antonio, TX 78218  
Phone: (512) 661-8306

F. A transaction window, measuring 3'-6" wide x 3'-6" high, tempered glass, shall be required as indicated in Room 47 in the SPECIFIC ROOM REQUIREMENTS sections. The Lessor shall provide a 12-inch wide shelf with plastic laminate cover, a deal

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tray and natural voice transmission properties. The transaction window may be of an integral unit assembly. Refer to the "Windows: Room 47 Transaction Window" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

- G. A transaction window, measuring 3'6" wide x 3'6" high, shall be provided by the Lessor in the common wall between Room 12A and Room 12B. The window shall be tempered glass and shall have an opening of 6" wide by 2" high at the center of the base of the window. Refer to the "Windows: Room 12 View Window" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

**5.16 SIGNAGE**

A. EXTERIOR:

For single-tenant buildings, the Lessor shall propose and provide exterior signage for the building. Signage shall be coordinated with, and approved by, the FBI.

B. INTERIOR:

The Lessor shall be required to provide door signage throughout the interior space to identify all rooms or areas. The signs shall be a minimum 6" wide x 4" long and at a minimum indicate room number and function name and have the capability to provide a slot for removable name plates. Room names shall be coordinated with, and approved by, the FBI. The Lessor shall provide samples of the proposed signage for the FBI's approval.

**5.17 LANDSCAPING (OCT 1996)**

Where topographical conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions. The Contracting Officer shall approve the landscaping to be provided.

**5.18 LANDSCAPING (SEP 2000)**

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent pollution by:

1. employing practices which avoid or minimize the need for fertilizers and pesticides;
2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. composting/recycling all yard waste.

- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) CPG for landscaping products. Refer to EPA's CPG web site, [www.epa.gov/cpg](http://www.epa.gov/cpg).

- D. The Contracting Officer shall approve the landscaping to be provided.

**5.19 FLAG POLE**

- A. The Lessor shall provide 3 flag poles at a location to be approved by the Contracting Officer. All flags will be provided by the FBI, as required. A 36-inch wide concrete walkway from the nearest pedestrian walkway shall be provided to the flag pole area. Appropriate illuminations of the flag poles shall be provided.
- B. The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags must be flown at half-staff.

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## **6.0 ARCHITECTURAL ELEMENTS AND FINISHES**

### **6.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)**

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the [www.epa.gov/cpg/products.htm](http://www.epa.gov/cpg/products.htm) web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
1. the cost of the recommended product is unreasonable;
  2. inadequate competition exists;
  3. items are not available within a reasonable period of time; and
  4. items do not meet the SFO's performance standards.

### **6.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)**

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web site, [www.epa.gov/opptintr/epp](http://www.epa.gov/opptintr/epp). In general, environmentally preferable products and materials do one or more of the following:
1. contain recycled material, are biobased, or have other positive environmental attributes;
  2. minimize the consumption of resources, energy, or water;
  3. prevent the creation of solid waste, air pollution, or water pollution; and
  4. promote the use of non-toxic substances and avoid toxic materials or processes.

### **6.3 WOOD PRODUCTS (SEP 2000)**

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site ([www.fscus.org](http://www.fscus.org)) or the Certified Forest Products Council web site ([www.certifiedwood.org](http://www.certifiedwood.org)).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: [www.certifiedwood.org/Resources/CITES/CITESContent.html](http://www.certifiedwood.org/Resources/CITES/CITESContent.html).
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

### **6.4 ADHESIVES AND SEALANTS (SEP 2000)**

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

### **6.5 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)**

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

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## 6.6 FINISHES AND COLOR BOARDS

- A. All required finish selection samples must be provided within 14 days of the request for such by the Contracting Officer.
- B. In place of individual samples, the Government shall require submittals of 5 complete separate color scheme proposals which shall include all interior finishes. No substitutes may be made by the Lessor after sample selection without the written approval of the Contracting Officer.
- C. All building finishes shall be for first class, modern office space.

## 6.7 CEILINGS

- A. Ceilings must be a minimum of 9 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring must maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings must be a flat plane in each room and must be suspended with fluorescent recessed fixtures and finished as follows unless an alternate finish is approved by the Contracting Officer:
  - 1. *Restrooms.* plaster or painted and taped gypsum board.
  - 2. *Offices, Conference Rooms, and Corridors.* 2'-0" wide x 2'-0" deep mineral acoustical tile or lay-in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
- C. CEILING HEIGHT:
  - 1. *Parking Garage.*
    - a. Vertical clearance in separate parking garage structure(s) shall be 11 feet, 0 inches.
    - b. If inside parking provided within the office building is being proposed for future expansion, the vertical clearance for all parking garage area(s) shall be 12 feet, 0 inches from the structural floor slab to the lowest structural element on all floors. All mechanical ductwork, sprinkler systems, etc., shall be installed no less than 12 inches above the suspended ceiling.
  - 2. *Office.* The building shall have a vertical clearance of at least 12 feet, 0 inches from the structural floor slab to the lowest structural element on all floors. Suspended ceiling height shall be 9 feet, 0 inches throughout. All mechanical ductwork, sprinkler systems, etc., shall be installed no less than 12 inches above the suspended ceiling.

## 6.8 SYSTEMS FURNITURE

Systems furniture will be utilized in the open office areas. Configuration of space offered shall facilitate the use of this type of furniture. It is estimated that 200 workstations will be utilized in the open areas of the office. The workstations shall typically be 8'-0" wide x 8'-0" deep. Conventional furniture will be used in private offices and common areas of the office.

## 6.9 SPECIALTY MILLWORK

Custom millwork shall be provided in designated rooms. Refer to the "Special" diagrams/specifications in the DIAGRAMS AND SPECIFICATIONS section of this SFO for typical wall cabinet and counter details and specific details for the millwork required. Refer to the SPECIFIC ROOM REQUIREMENTS sections of this SFO for identification of the individual rooms.

## 6.10 DOORS

### A. GENERAL:

- 1. All interior and perimeter doors to FBI space shall be 1-3/4-inch solid wood of AWI premium quality. Hollow metal doors (1-3/4-inch) may be used on base building rooms (mechanical rooms, electrical and/or telephone closets and/or restrooms in the main building) as approved by the FBI.
- 2. Door finishes shall match the building standard.
- 3. *Room 10.* The Lessor shall provide a building standard 1-3/4-inch thick, double solid wood door lobby/suite entrance with appropriate locking hardware, top and bottom flush bolts, at the main entrance to Room 10.

### B. PERIMETER:

- 1. Louvers, transoms, and sidelights are not acceptable in perimeter doors and **SHALL NOT** be used in conjunction with perimeter doors. All perimeter doors shall be equipped with panic hardware and automatic closers consistent with local codes.
- 2. The Lessor shall provide at each perimeter entrance door to FBI space a wide-view, one-way observation peephole. Peepholes shall be mounted at 60 inches above the finished floor. Peepholes shall be UL listed for a 60-minute rating and pre-approved by the Contracting Officer.

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C. EXTERIOR:

Exterior doors must be heavy-duty, full flush, hollow steel construction, solid wood, or insulated tempered glass. Wood doors shall be at least 1-3/4-inch thick. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

D. INTERIOR:

1. All doors shall be provided as a complete assembly. Interior doors shall be 36" wide x 84" long. Hollow core wood doors are not acceptable. They must be flush, solid wood, veneer faced, or an equivalent finish pre-approved by the Contracting Officer. They will be provided at a ratio of 400.
2. 36" Dutch doors, with latch to secure upper and lower section and shelf, shall meet the above requirements and will be provided at a ratio of 15,000.
3. 48" wide doors shall meet the above requirements and will be provided at a ratio of 12,000.
4. 36" wide doors with view windows shall meet the above requirements and will be provided at a ratio of 15,000.
5. Double doors (6'-0") shall meet the above requirements and will be provided at a ratio of 20,000.

E. BULLET-RESISTANT DOOR MATERIAL:

1. The Lessor shall install a bullet-resistant door (UL 752, Level III, SPSA) if located in the same wall as the bullet-resistant transaction window as indicated on the design intent drawings. Refer to the SPECIFIC ROOM REQUIREMENTS sections of this SFO. The Lessor shall provide unit cost pricing for this door. The door shall be provided as a complete assembly.
2. The Lessor shall install UL 752, Level III, SPSA bullet-resistant door material.
3. The Lessor shall install a UL 752, Level III, SPSA, bullet-resistant metal hollow core door in accordance with manufacturer's specifications.
4. Door hardware: Continuous hinge, deadbolt lock with cylinder, closer, and electric strike.
5. Metal door frame shall be constructed of #11-gauge ballistic steel for drywall and masonry openings. Finish shall be standard factory finish.
6. Acceptable manufacturers or an equivalent manufacturer providing UL 752, Level III, SPSA, bullet-resistant protection that is pre-approved by the Contracting Officer:
  - a. Insulguard Corporation  
5133 Lawrence Place  
PO Box 278  
Hyattsville, MD 20781  
Phone: (301) 927-8855 or  
(800) 638-6718
  - b. National Bullet Proof Inc.  
9855 S. 78th Avenue  
Hickory Hills, IL 60457  
Phone: (708) 430-3200 or  
(800) 323-2648
  - c. Safeguard Security (Armortex)  
4728 Goldfield  
San Antonio, TX 78218  
Phone: (512) 661-8306

F. HARDWARE:

1. Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted). All public use doors and toilet room doors shall be equipped with kick plates on "push" side of door. All door entrances from public corridors and exterior doors shall have automatic door closers. All door entrances from public corridors, exterior doors, and other doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. The Government shall be furnished with at least 2 master keys for each lock.
2. All doors, interior and perimeter, shall require cylindrical locking hardware which, unless otherwise specified, shall match the building standard. All locks shall be compatible with Medeco, ASSA, or Schlage Primus cores. Refer to the "Door and Hardware: Manufacturers/Function" specifications and the "Door and Hardware: Hardware Chart" specifications in the DIAGRAMS AND SPECIFICATIONS section of this SFO for 1) acceptable vendors, 2) model numbers for locking hardware for exterior and interior doors, and 3) a description of required hardware functions and hardware sets. During construction, permanent cylinders, keyed alike, shall be installed by the Lessor on all perimeter doors.
3. Removable cores may be used **ONLY** on interior doors at the discretion of the Lessor.

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4. The Lessor shall provide and install Sargent & Greenleaf (S&G) 3-position combination locks (S&G 8415-107 Group 1 Lock - strike not included; the Lessor must specify which type is needed when ordering) on designated doors in rooms identified in the SPECIFIC ROOM REQUIREMENTS sections.
5. To comply with fire and life safety codes and to meet FBI security requirements, the Lessor may be required to provide Von Duprin Model 9857 or 9957 Three-Point Latching Devices (or an equivalent pre-approved by the Contracting Officer) on perimeter and/or interior doors designated by code as fire exits. The Government will identify those locations on the hardware chart. Refer to the "Door And Hardware: Hardware Chart" in the DIAGRAMS AND SPECIFICATIONS section of this SFO. The Lessor shall provide an electric latch retraction option at all access control locations. Exterior trim for these doors shall be coordinated at the 35 percent construction drawings stage. The Lessor shall provide doors located in perimeter and acoustically-treated walls with acoustic gaskets and automatic door bottoms to ensure the acoustical integrity of the wall. The Lessor shall provide an acoustical astragal on all perimeter and interior double doors.
6. Hinges shall be ball bearing fixed pin type, non-removable fixed pin type at perimeter entrance doors. Door frames for perimeter doors shall be minimum #16-gauge metal.
7. **Access Control System.**
  - a. Hardware for this system (consisting of electric door strikes and coverplates) shall be provided by the Lessor. Electric strikes shall be provided at all access control locations. Electric strikes shall be 24 volts direct current (VDC), fail-secure, Von Duprin Strike Force, Series 6000; VN621124/24 VDC, or an equivalent pre-approved by the Contracting Officer.
  - b. The Lessor shall be responsible for providing, maintaining, and replacing, the electric strikes for the life of the lease. The Lessor shall install Government-provided back boxes at 47 inches to the center of the keypad and above the finished floor immediately adjacent to all perimeter doors to FBI space.
  - c. The Lessor shall provide 3/4-inch EMT conduit from the back box to above the ceiling where it shall be stubbed off on the FBI's side of the wall. The Lessor shall provide unit prices for each of these items. Refer to the "Access Control" subparagraph in the "Interior Conduit" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.

**G. DOORBELL SYSTEM:**

The Lessor shall provide an audible doorbell system and intercom system with a door release control relay at a minimum of six locations to be designated by the FBI. The Lessor shall provide electric strikes for these remote door actuation release locations.

**6.11 PARTITIONS**

**A. EXPANDED METAL MESH STANDARD:**

**1. Specifications.**

- a. Partitions scheduled to receive expanded metal mesh shall meet American Society for Testing and Materials (ASTM) F1267-89, type II, class 1 standard:
  - i. Size: 9-gauge
  - ii. Material: Carbon Steel
  - iii. Shape: Flattened
  - iv. Pattern: Diamond
  - v. Dimensions: 3.20 inch maximum long width diameter O.C.  
1.33 inch maximum short width diameter O.C.
- b. Mesh shall be installed to steel studs/track using either screw or weld attachment. Mesh shall overlap a minimum of 3 inches where ends do not align with studs. Mesh underlayment shall be placed on public/threat side of wall frame.
- c. Screw method shall use pan head type self-drilling screws with minimum #8 shank allowing a minimum 1/4-inch penetration into the steel supports. Tamper-proof fasteners can be substituted in place of pan head type screw.
- d. Weld method shall be 1/8" wide x 1/2" long fillet weld at a maximum 6 inches O.C. in use with minimum #20-gauge steel studs and metal runners. Edge welds shall be within 2 inches of edge.

**B. BULLET-RESISTANT WALL MATERIAL IN ROOM 10:**

1. The Lessor shall install UL 752, Level III, SPSA fiberglass bullet-resistant wall material the full length and breadth of 1 wall. Refer to the SPECIFIC ROOM REQUIREMENTS sections and the "Wall A2: Bullet-Resistant Partition" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
2. The Lessor shall install UL 752, Level III, SPSA, bullet-resistant armor in accordance with manufacturer's specifications.



3. Acceptable manufacturers or an equivalent manufacturer providing UL 752, Level III, SPSA, bullet-resistant protection that is pre-approved by the Contracting Officer:

- a. Insulguard Corporation  
5133 Lawrence Place  
PO Box 278  
Hyattsville, MD 20781  
Phone: (301) 927-8855 or  
(800) 638-6718
- b. National Bullet Proof Inc.  
9855 S. 78th Avenue  
Hickory Hills, IL 60457  
Phone: (708) 430-3200 or  
(800) 323-2648
- c. Safeguard Security (Armortex)  
4728 Goldfield  
San Antonio, TX 78218  
Phone: (512) 661-8306

C. PERMANENT:

1. Permanent partitions must be provided as necessary to surround stairs, corridors, elevator shafts, toilet rooms, janitor closets, and the Government-occupied premises from other tenants on the floor. They shall have a flamespread rating of 25 or less and a smoke development rating of 50 or less, ASTM E-84. Stairs, elevators, and other floor openings shall be enclosed by partitions and have the fire resistance required by NFPA Standard 101, *Life Safety Code*. They shall extend from the structural floor slab to the structural ceiling slab.

D. SUBDIVIDING:

1. Office subdividing partitions shall comply with local requirements. Partitioning must be designed to provide an STC of 40. Partitioning shall be installed by the Lessor at locations to be determined by the Government. The partitioning shall extend from the finished floor to the finished ceiling.
2. Where an existing building is being considered, any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.
3. Partitioning shall be provided at a ratio of 1 linear foot for each 25 ANSI/BOMA Office Area square feet of space provided. Partitioning over interior office doors is included in unit cost adjustments but shall be included as part of the annual rental rate.
4. A 2-hour rated partition shall be provided at a ratio of 1 linear foot for each 1,400 ANSI/BOMA Office Area square feet of space provided.
5. Refer to the wall diagrams in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
- a. Partition Type 1 shall be provided at a ratio of 1 linear foot for each 14 ANSI/BOMA Office Area square feet of space provided.
  - b. Partition Type 2 shall be provided at a ratio of 1 linear foot for each 2,860 ANSI/BOMA Office Area square feet of space provided.
  - c. Partition Type 3 shall be provided at a ratio of 1 linear foot for each 283 ANSI/BOMA Office Area square feet of space provided.
  - d. Partition Type 4 shall be provided at a ratio of 1 linear foot for each 95 ANSI/BOMA Office Area square feet of space provided.
6. The partition types designated below shall have an STC of 45. Refer to the wall diagrams in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
- a. Partition Type 5 shall be provided at a ratio of 1 linear foot for each 43 ANSI/BOMA Office Area square feet of space provided.
  - b. Partition Type 6 shall be provided at a ratio of 1 linear foot for each 478 ANSI/BOMA Office Area square feet of space provided.
  - c. Partition Type 7 shall be provided at a ratio of 1 linear foot for each 700 ANSI/BOMA Office Area square feet of space provided.
7. Partitions may be prefinished or taped and painted.
8. HVAC must be rebalanced and lighting repositioned, as appropriate, after installations of partitions.

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E. FOLDING WALL PARTITION:

1. At the option of the Government, a folding wall partition may be required. The Lessor shall provide unit pricing in the event the Government chooses to exercise this option.
2. *Folding Acoustical Partition Specifications.* (NOTE: Dimensions in parenthesis indicate millimeters.)
  - a. The information provided is relative to the Modernfold, Spacesetter 200 series in order to establish a level of performance required by the FBI. Any vendor offering a comparable product may be utilized.  
  
MODERNFOLD SPACE SETTER 200 SERIES TECHNICAL DATA  
CONTINUOUSLY HINGED MODEL 263/233
  - b. SPACESETTER 263/233 features continuously hinged panels which operate along a straight ceiling mounted track system. Panels are suspended from the track by trolleys utilizing precision-ground bearings for smooth, easy movement.
  - c. The panels compact stack and low profile are designed to save space. A dark bronze finish is standard on all panel trim.
  - d. SPACESETTER 263/233 manual operation, continuously hinged, with automatic drop seals. Final closure with cam action trail panel. Panels center stack.
  - e. Dimensions.
    - i. Maximum width: 38 feet, 9 inches (11811)
    - ii. Maximum height: 14 feet, 2 inches (4318)
  - f. 46 STC rating is required.
3. *Architectural Guide Specifications Model 263/233.*
  - a. General.
    - i. Related Documents: All applicable provisions of the Bidding and Contract Requirements Division 1 - General Requirements shall govern the work under this section.
    - ii. Description Of Work. The Lessor shall provide all labor, materials, necessary equipment and services to complete the operable walls, as indicated on the drawings, and as specified herein or both.
    - iii. Quality Assurance. The operable walls herein specified shall be furnished and installed by an authorized local distributor licensed by the operable wall manufacturer. Local distribution is required to insure prompt project coordination and future customer service.
    - iv. Acoustical Performance. Laboratory acoustical performance of the operable wall shall have been tested in an independent acoustical laboratory in accordance with ASTM E90 test procedure, shall have attained an STC rating of no less than 46. A written test report by the test facility shall be available upon request.
    - v. Submittal. Shop drawings: Submit shop drawings fully describing partition fabrication, layout and installation. Include details of the supporting structure. Show all anchorage, accessory items, caulking, and finishes.

b. Product.

i. Acceptable Manufacturer.

- (a) Manufacturer: Modernfold, Inc.
- (b) Product: Spacesetter 263/233 Operable wall, continuously hinged panels.

ii. Operation.

- (a) Operable wall shall be a series of continuously hinged, manually operated flat panels, top supported with operable floor seals. Minimum forces required to operate a continuously hinged partition shall have been determined by an independent professional engineer on a 9-panel unit measuring 33'-0" w X 9'-0" tall, weighing 6.7 lbs./sq.ft. Said force not to exceed 25 lbs.
- (b) Panel hinges shall be full leaf butt hinges, attached directly to panel's metal frame. Hinges must not anchor into panel edge or astragal.

iii. Panel Construction.

- (a) Panels shall be nominal 2.75 inches (70) thick in manufacturer's standard width (four feet, 0 inches maximum) (1219).
- (b) Panel skins (model 263 only) shall be of Class "A" Flame Spread Rated tackable moisture-resistant material, assembled to a reinforced metal frame.
- (c) Panel skins (model 233 only) shall be #26-gauge steel laminated to a moisture resistant-material and assembled to a metal frame.
- (d) Trim design shall not require or permit vertical trim on panel faces and shall with astragal seals, provide a minimum "groove" appearance at vertical joints.
- (e) Panel weight (model 263 only) shall be 4.4 lbs. to 9 lbs./sq.ft.(21-44 kg/m-sq.) (average hanging) based on panel size and STC selected.
- (f) Panel weight (model 233 only) shall be 5 lbs. to 11 lbs./sq.ft.(24-54 kg/m-sq.) average hanging weight based on panel size and STC selected.

iv. Panel Finish.

- (a) Shall be factory applied, Class "A" rated material. Finish shall be: (Select one)
  - (i) Reinforced vinyl with woven backing weighing not less than 15 ounces per linear yard (standard).
  - (ii) Acoustical, non woven needle punch carpet, with fused fibers to prevent unraveling or fray of material. (optional)
  - (iii) Wall covering and upholstery fabric weighing not less than 12 ounces per linear yard with surface treatment to resist stains. (optional)

v. Sound Seals shall be as follows.

- (a) Vertical sound seal between panels (astragali), shall be required in each panel edge and be of a reversible tongue and grove configuration permitting universal panel operation. Astragals shall be steel for maximum durability and fire resistance. Rigid plastic astragals are not acceptable.
- (b) Horizontal top seals shall be continuous contact multi-finger vinyl sweep seals.
- (c) An automatic operable bottom seal providing 1 inch (25) minimum operating clearance and shall automatically drop as panels are positioned, or (optional) manually activated operable bottom seals providing .75 inches (19) minimum operating clearance and providing multi-position capability.

vi. Suspension System.

- (a) Track shall be heat treated extruded aluminum.
- (b) Static loading of track with brackets at 48-inch (122) centers shall show no failure of track at 500-lb loading at midspan. Track shall be capable of direct mounting to a wood header or shall be supported by adjustable steel hanger brackets connected to structural support by pairs of 3/8-inch (10) diameter threaded steel rods.
- (c) Track soffit shall be integral in mill finish aluminum and must accommodate termination for maximum sound control.
- (d) Carriers, one 4-wheel, every other panel, shall be glass-reinforced nylon with all-steel precision-ground bearings. Steel-wheeled or reinforced nylon carriers, on aluminum track, shall not be allowed.
- (e) Carriers shall attach to panels with a shock absorbing mounting to prevent stress to structural, ceiling, and carrier elements due to abusive handling of panels.

c. Installation, Execution, and Workmanship.

- i. Preparation of opening shall be by general contractor. Any deviation of site conditions contrary to approved shop drawings shall be called to the attention of the architect.
- ii. Delivery to the job site shall be coordinated by general contractor. Proper storage of operable walls before installation and continued protection during and after installation shall be the responsibility of the general contractor.
- iii. Installation shall be by an authorized factory trained installer. Installation shall be in accordance with approved shop drawings and in accordance with ASTM E557 installation procedure.
- iv. The complete installation of the operable wall system as called for, and detailed on the drawings, shall be provided in strict accordance with the drawings and manufacturer's standard printed specifications, instructions, instruction, and recommendations.

- 4. For further information on additional technical information contact a Modernfold distributor. To locate the nearest Modernfold distributor, call (800) 869-9685.

United States: Modernfold, Inc.  
1711 I Avenue  
New Castle, Indiana 47362  
Phone: (317) 529-1450

Canada: PO Box 399 - Station E

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**6.12 FLOOR COVERING AND PERIMETERS**

A. All submittals must be submitted to the Government for review prior to ordering. A technical specification and warranty information sheet shall be included with all carpet proposals. The Offeror's initial offer shall identify a minimum of 3 carpet manufacturers and specific carpet proposals as required in the SFO for final selection by the Government. A cost breakdown for each manufacturer's carpet selections shall be provided, along with samples which would reflect the quality of the carpets proposed for the facility. Installation costs shall be shown separately from the material cost. The carpets proposed and accepted during negotiations as well as costs shall be considered binding upon the Offeror. Substitutions proposed after award will only be acceptable due to manufacturer unavailability or to propose a better quality carpet. All substitutions shall be equivalent to the original and must be pre-approved by the Contracting Officer.

**B. CARPET - GENERAL:**

1. Prior to occupancy, the Lessor shall provide wall-to-wall anti-static broadloom carpet in all office areas partitioned or unpartitioned including interior hallways and conference rooms, unless otherwise specified. All carpet shall have a nylon construction and inherent antistatic and stain-resistant qualities. Commercial graded vinyl cove base (minimum 1/8" thickness) shall be used in general office areas as a transition between the flooring and walls. Transition strips shall also be used between carpeted and vinyl tile floors. In addition, the following criteria must be met:
  - a. **Pile Yarn Content.** Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
  - b. **Environmental Requirements.** The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
  - c. **Stain Resistance:** Stain resistance must be permanent and cannot be removed by commercial cleanings of abrasive wear. Topical stain-resistant treatments will not be acceptable.
  - d. **Static:** Guaranteed for the life of the carpet. Carpet shall prevent static build-up in excess of 3.0 kV or 3.5 kV at 70°F and a relative humidity of 20 percent.
  - e. **Flammability:** Carpet shall pass DOC-FF-1-70 Methenamine Pill Test or an equivalent pre-approved by the Contracting Officer. Carpet shall meet NFPA Class 1 when tested under ASTM-E-648 glue-down.
  - f. **Lightfastness:** When tested under AATCC16E-1982, the AATCC Grey scale rating of the carpet shall be 4 or better after 160 standard fading hours.
  - g. **Face weights:** Standard office carpet shall have a minimum face weight of 26 ounces and upgraded areas a minimum of 30 ounces or 36 ounces (36 ounces required for cut pile).
  - h. **Yarn manufacturers:** Carpet yarn shall be DuPont Antron, Monsanto Ultron, or an equivalent pre-approved by the Contracting Officer.
  - i. **Construction:**
    - i. General office. Minimum 26-oz. to 28-oz. face construction; loop commercial graded carpet.
    - ii. Upgraded area. Minimum 30-oz. face construction; loop, loop/cut carpet. If solid colored cut pile is selected, carpet must have a minimum of 36-oz. face weight.
  - j. **Pile height:**
    - i. The minimum pile height for standard carpeting is .187 inch and a maximum of .281 inch.
    - ii. Pile heights for upgraded carpet shall be a minimum of .192 inch and a maximum of .330 inch.
  - k. **Edge Ravel:** Carpet shall be guaranteed with no edge ravel or seams under normal use for a minimum of 10 years. Seam sealer is not required to guarantee no edge ravel.
  - l. **Secondary Backing Adhesion:** A minimum warranty of 10 years shall cover the delaminations of the backing from the face of the carpet. This guarantee shall apply whether the carpet is installed over a pad or directly glued to the floor.
  - m. **Wear:** Carpet shall have no more than a 10 percent face yarn loss after 10 years.
  - n. **Tuft Bind:** Average tuft bind shall be 20 lbs. wet or dry as tested in accordance with ASTM D-1335-67 or for the life of the carpet.
  - o. **Gauge:** 5/64 or better.
  - p. **Stitches Per Inch:** Stitches going side to side; 10 stitches or more per inch.
  - q. **Moisture Barrier:** Backing system must provide a moisture barrier in direct glue-down application.
  - r. **Dye method:** Yarn dyeing is preferred over a solution dye method.

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s. Cleaning: Mild detergent and water cleaning should suffice.

t. **Warranty:**

- i. Preference is given to carpeting that has a lifetime warranty that will cover wear, static, tuft bind, edge ravel, and delamination.
- ii. **NOTE: "LIFETIME WARRANTY" REFERS TO CARPET THAT IS INSTALLED ACCORDING TO MANUFACTURERS SPECIFICATIONS FOR A SINGLE-TENANT THAT IS NOT REMOVED FROM THE AREA OF ORIGINAL INSTALLATION AND REUSED ELSEWHERE WITHIN THE SAME SPACE OR IN ANOTHER BUILDING.**

2. Rubber matting shall be provided in Room 62A. Refer to the "Room 62A" subparagraph in the "Room 62" paragraph in the SPECIFIC ROOM REQUIREMENTS section of this SFO.

C. **UPGRADED CARPET:**

The Lessor shall provide upgraded carpet in those rooms identified in the SPECIFIC ROOM REQUIREMENTS sections of this SFO.

D. **CARPET INSTALLATION:**

Carpet must be installed in accordance with manufacturing instructions and by manufacturer-approved installers. Carpet must lay smoothly and evenly. Allowance shall be made for carpet borders and/or carpet patterns. To allow for replacement of permanently stained, damaged, or prematurely worn carpeting, a 5 percent attic supply must be provided at the beginning of the lease. During the term of the lease this attic stock supply, less any carpet tiles used to replace worn, damaged, or permanently stained, must be on hand and available for installation as needed. This carpet replacement/repair will be provided at no extra charge to the Government after the inception of the lease. The 5 percent attic stock is over and above the initial cutting and waste requirements of the initial carpet installation.

E. **CARPET REPLACEMENT:**

Carpet shall be replaced at least every 10 years during Government occupancy or at any time during the lease when:

1. Backing or underlayment is exposed;
2. There are noticeable variations in surface color or texture; or
3. There are tears, rips, or other deformities that constitute, in the judgment of the Contracting Officer, a tripping hazard.
4. Replacement includes both moving and returning of all furnishings, including systems furniture.
5. All repair and replacement work is to be done **DURING** working hours unless otherwise approved by the Contracting Officer.

F. **FLOOR PERIMETERS:**

Floor perimeters at partitions must have wood, rubber, vinyl, or carpet base. Exceptions must be approved by the Contracting Officer.

**6.13 SPECIALTY FLOORING**

A. All submittals must be submitted to the Government for review prior to ordering. A technical specification and warranty information sheet shall be included with all flooring proposals.

B. **VINYL COMPOSITION TILE FLOORING:**

The Lessor shall provide vinyl composition tile flooring in those rooms identified in the SPECIFIC ROOM REQUIREMENTS sections of this SFO. In addition, the following criteria must be met:

1. **Thickness.** 1/8-inch gauge.
2. **Federal Specification.** Meets or exceeds SST-312B Type IV.
3. **Comp 1 (non-asbestos).**
4. **Class 2 (through pattern tile).**
5. **PSI.** Minimum of 75 psi.
6. **Replacement.** The flooring shall be replaced by the Lessor at no cost to the Government prior to or during Government occupancy when it has curls, upturned edges, or other noticeable variations in texture. All repair and replacement work is to be done **DURING** working hours unless otherwise approved by the Contracting Officer.

C. **CONDUCTIVE VINYL TILE FLOORING:**

The Lessor shall provide conductive vinyl tile flooring in those rooms identified in the SPECIFIC ROOM REQUIREMENTS sections of this SFO. In addition, the following criteria must be met:

1. **Thickness.** 1/8-inch gauge.
2. **Federal Specification.** Meets NFPA Standard 99, *Standard for Health Care Facilities*, and ASTM 150.

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3. *Construction.* Must conform to Federal Specification (FS) SS-T312B, Type III to contain no asbestos fiber.
  4. *Static Propensity.* Less than 50 V with conductive footwear per AATCC-134 at 20 percent relative humidity.
  5. *Installation.* Adhesive shall be conductive epoxy cement specifically recommended by tile manufacturer.
  6. Electrical ground connection between the floor system and the external grounding system shall be provided through copper foil strip embedded in conductive epoxy adhesive and extended beyond perimeter to connect to building equipment grounding conductor per the manufacturer's instructions.
- D. RUBBER FLOORING:  
The Lessor shall provide rubber flooring in those rooms identified in the SPECIFIC ROOM REQUIREMENTS sections of this SFO. In addition, the following criteria must be met:
1. *Design.* Rubber flooring shall interlock into place (no adhesive or protective coatings required).
  2. *Shape.* Tiles can be beveled or squared off.
  3. *Thickness.* Minimum thickness is ½-inch.
  4. *Features.* Nonmarking, non absorbent, resistant to bacteria growth, and non-skid surface.
  5. *Tensile Strength.* Minimum 550 psi.
  6. *Fire Resistance.* UL94HB – Passed.
  7. *Acoustic Rating.* Superior.
  8. *Composition.* Post-consumer recycled SBR tire rubber "buffing" material.
- E. QUARRY TILE FLOORING:  
The Lessor shall provide quarry tile flooring in those rooms identified in the SPECIFIC ROOM REQUIREMENTS sections of this SFO.
- F. RAISED FLOORING:  
The Lessor shall provide raised flooring in those rooms identified in the SPECIFIC ROOM REQUIREMENTS sections of this SFO.
- G. TOILET AND SERVICE AREAS:  
Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is approved by the Contracting Officer.
- H. PARKING AND BAY AREAS:  
Concrete flooring shall be provided in all parking areas. Sealed concrete with epoxy paint shall be provided in all bay areas, where applicable. Asphalt is not an acceptable floor finish in any of these areas.

#### 6.14 RAISED FLOORING

A. GENERAL:

The removable free access, floating floor system consists of an assembly of panels mounted on adjustable pedestals to provide an underfloor space for the accommodation of electrical conduit. The floor surface shall be high-pressure laminate.

1. *Floor Loads.* Flooring shall be capable of supporting a uniform live-load minimum of 250 psf with a maximum deflection of 0.040 inches and with permanent set not greater than 0.010 inches. Panels, in place, shall be capable of supporting a 1,000-lb. concentrated load placed on 1 square inch at any location on the panel without deflecting more than 0.080 inches and without permanent deformation in excess of 0.010 inches. The floor system shall be laterally stable in all directions whether or not panels are in place.
2. *Shop Drawings.* Shop drawings shall be submitted to the Government for review prior to ordering. Shop drawings shall show 1) layout of the work; 2) sizes and details of components; 3) typical cutout details including size and shape limitation specification for shop coating and method of installation; and 4) elevation of floor system. A minimum of 3 sets of quality shop drawings will be required.

B. COMPONENTS:

Components shall have positive contact for safe continuous electrical grounding of entire floor system. Nonconductive vinyl, cork, or other sound-deadening materials which prevent grounding of the system are not acceptable.

1. *Panels.* All panels shall be completely interchangeable and easily removable with a suction lift tool. Panels shall be square to within a tolerance of ± 0.0025 inches. The panels shall not exceed 24" wide x 24" long. Each panel shall be edge machined after casting to a tolerance of ± 0.0025 inches, with the plastic lip pressure-inserted and fastened with adhesive into machined recess in each panel edge for protection of floor covering materials. The underside of the panel, at each corner, shall have an integral female socket mount to provide for interlocking stability. The panel surface shall permit the use of contemporary floor adhesives.

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2. **Pedestals.** Pedestals shall conform to the panel specifications with regard to load-bearing characteristics and shall have as a part of their makeup a positive locking device to prevent loss of finished elevation. The pedestal base, when affixed to enclosure floor in an approved manner shall resist an induced movement of 1,000 inch-lbs. after adhesive has cured. The pedestals shall be of height shown and vertically true, located O.C. to conform with locking device to prevent loss of finished elevation. Adjustment of the pedestal shall be provided by threaded rod member and the use of an elevating nut. The pedestal head of aluminum die cast construction provides positive interlocking of panels and pedestals to prevent lateral shifting. The pedestal head shall be equipped with conductive vinyl grounding pad.
3. **Ramp.** The ramp shall be furnished prefabricated construction when specified or where required under ADAAG. Structural characteristics shall be equal to the floating floor system. The threshold strip and ramp shall have non-slip traffic surface. The exposed strip and ramp shall have non-slip traffic surface. Exposed sides of ramp shall be closed with no lighter than #18-gauge aluminum reinforced on back to prevent warp. The ramp shall be complete with aluminum shoes and thresholds when necessary to provide a smooth transition from ramp to floor levels. The ramp must be isolated from enclosure with fiberglass unistrut or an equivalent pre-approved by the Contracting Officer.
4. **Rails.** Rails and standards shall be between 1-1/4-inch to 1-1/2-inch round seamless aluminum tubing per code. Rails at ramp shall be sloped from horizontal rails and parallel to the incline. Maximum spacing of posts shall be 3 feet, 0 inches O.C. Rails shall be complete with anchorages, floor plates, and end caps. All joints shall be welded and finished texture of tubing. Flange shall be welded or bolted. Finish shall be satin, anodized.

**C. FINISHED FLOOR:**

The finished floor surface shall be smooth and uniform with all panels free of distortion. The completed floor system shall be rigid, free of vibration and of rocking panels. Dead load shall not exceed 6 psf, not including weight of floor covering material.

1. **Floor Height.** Shall be 7 inches with a minimum under floor clearance of 6 inches.
2. **Caster-Mounted Equipment.** Shall be able to roll easily throughout the entire floor area.
3. **Protection.** The clean floor shall be protected with a covering of building paper, fiberboard, or other suitable material to prevent damage to the surface. Cutouts shall be covered with material of sufficient strength to support the loads to be encountered. Plywood or similar material shall be placed on the floor to serve as runways for installation of heavy equipment. Protection shall be maintained until the raised floor system is accepted.
4. **Cleaning.** The space below the completed floor shall be free of all debris. Before any traffic or other work on the completed raised floor is started, the completed floor shall be cleaned in accordance with the floor covering manufacturer's instruction.
5. **Spare Panels and Pedestals.** The Lessor shall provide 5 spare non-perforated panels, pedestals, and 1 double cup suction lift tool.

**D. CEILING:**

Ceiling height from raised floor to suspended ceiling shall be minimum 9 feet, 0 inches.

1. **Scheduling.** Interior work such as mechanical, electrical, and environmental that occurs above the ceiling line shall be completed before installation. HVAC shall be both installed and operating in order to maintain temperature and humidity requirements.
2. **Delivery and Storage.** Material shall be delivered to the site in the manufacturer's original unopened containers with brand name and type clearly marked. Material shall be carefully handled and stored under cover in dry, watertight enclosures.

**6.15 WALL COVERING**

- A. All submittals must be submitted to the Government for review prior to ordering. A technical specification and warranty information sheet shall be included with wall covering proposals. The Offeror's initial offer shall identify a minimum of 3 wall covering manufacturers and specific wall covering proposals as required in the SFO for final selection by the Government. A cost breakdown for each manufacturer's wall covering selections shall be provided, along with samples that would reflect the quality of the wall coverings proposed for the facility. Installation costs shall be shown separately from the material cost. The wall coverings proposed and accepted during negotiations as well as costs shall be considered binding upon the Offeror. Substitutions proposed after award will only be acceptable due to manufacturer unavailability or to propose a better quality wall covering. All substitutions shall be equivalent to the original and must be pre-approved by the Contracting Officer.

- B. The Offeror shall be responsible for determining whether climate conditions affect the use of vinyl wall covering on exterior walls.

**C. VINYL WALL COVERING:**

1. Vinyl wall covering shall be required throughout the office unless otherwise indicated by the Contracting Officer. In addition, the following criteria must be met:
  - a. Minimum of 20-ounce vinyl wall covering.
  - b. Type II/Class "A" fire rating.
  - c. Warranty. 5-year manufacturers' warranty.

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- d. Mildew-resistant.
  - e. Shall contain bactericidal additives to inhibit microbiological growth.
2. **Executive Areas.** Vinyl wall covering shall be required throughout the executive areas unless otherwise indicated by the Contracting Officer. In addition, the following criteria must be met:
- a. Minimum of 15-ounce vinyl wall covering.
  - b. Type I/Class "A" fire rating.
3. Prior to occupancy, all restrooms (private and public) offered to comply with the restroom fixture schedule of this SFO, must have ceramic tile in splash areas and vinyl wall covering not less than 22 ounces per square yard as specified in FS CCC-W-408 on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
4. Prior to occupancy, 1) all elevator areas which access the Government's leased space, 2) hallways within or which access the Government's leased space, and 3) eating gallery areas within the Government's leased space, are to be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408, unless an alternate finish is approved by the Contracting Officer.
- D. **SOUND-ABSORBING WALL COVERING:**  
Where sound-absorbing wall covering is required, the following criteria must be met:
- 1. Fiber Content. Wall covering must be 100 percent solution dyed polyester.
  - 2. Fiber Weight/Total Weight. 13-ounce minimum.
  - 3. Flammability. Class "A" Passes UBC-42-2.
  - 4. NRC. Minimum of 60 (over 5/8-inch acoustical board).
- E. **PAINTING:**
- 1. Prior to occupancy, paint shall be required on walls in equipment rooms and general storage areas unless otherwise indicated by the finish schedule as approved by the Government.
  - 2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
  - 3. Paint shall be "eggshell" finish, not flat.
  - 4. Polyurethane paint (white or off-white) shall be provided in Room 59A.
- F. **REPLACEMENT:**
- 1. All wall covering is to be maintained in "like new" condition for the life of the lease. Wall covering must be replaced or repaired at the Lessor's expense, including moving and replacing furnishings, including systems furniture, (except where wall coverings have been damaged due to the negligence of the Government) anytime during the occupancy by the Government if it is torn, peeling, or permanently stained. Ceramic tile must be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work is to be done **DURING** working hours unless otherwise approved by the Contracting Officer. In addition, the wall coverings in the reception area must be replaced every 3 years at the Lessor's expense.
  - 2. All painted surfaces, including any partitioning installed by the Government or the Lessor after Government occupancy, must be repainted **DURING** working hours at the Lessor's expense at least every 5 years, unless otherwise approved by Contracting Officer. This includes moving and return of furnishings, including systems furniture. Public areas must be painted at least every 3 years.

**6.16. WINDOW COVERINGS**

- A. All submittals must be submitted to the Government for review prior to ordering. A technical specification and warranty information sheet shall be included with window covering proposals.
- B. **WINDOW BLINDS:**  
All exterior windows shall be equipped with window blinds. The blinds may be aluminum or plastic. Aluminum slats shall be of 1-inch width or less. The use of any other material must be approved by the Contracting Officer. The window blinds must have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
- C. Drapes and blinds shall be provided in Room 1, Room 2, Room 5 (includes Room 3 and Room 4 if windows are present), along with Room 6, Room 8A, and Room 10.
- D. **DRAPERIES:**
- 1. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim.

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Draperies shall be hung with drapery hooks on well-anchored heavy-duty traverse rods. Traverse rods shall draw from either the center, right, or left side.

2. *Construction.* Any draperies to be newly installed, must be made as follows:
  - a. Two times or two and a half times fullness, including overlap, side hems, and necessary returns;
  - b. 4-inch double headings turned over a 4-inch permanently finished stiffener;
  - c. 1-1/2-inch doubled side hems; 4-inch doubled and blind stitched bottom hems;
  - d. Three-fold pinch pleats;
  - e. Safety stitched intermediate seams;
  - f. Matched patterns;
  - g. Tacked corners; and
  - h. No raw edges or exposed seams.

#### 6.17 ACOUSTICAL REQUIREMENTS

##### A. REVERBERATION CONTROL:

Ceilings shall have a noise reduction coefficient (NRC) of not less than 0.70 in accordance with ASTM C-423; a ceiling attenuation class (CAC) of not less than 35 in accordance with ASTM E-1414; and an articulation class (AC) of not less than 170 in accordance with ASTM E-1111.

##### B. AMBIENT NOISE CONTROL:

Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in all other spaces.

##### C. NOISE ISOLATION:

Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not have less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

- |  |        |
|--|--------|
| 1. Training Rooms:                         | NIC 50 |
| 2. Offices:                                | NIC 40 |
| 3. Conference Rooms:                       | NIC 50 |
| 4. Health Facilities and Employee Lounges: | NIC 50 |

##### D. TESTING:

1. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
2. The requirements of this "Acoustical Requirements" paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

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## **7.0 SERVICES, UTILITIES, MAINTENANCE**

### **7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL**

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.

### **7.2 NORMAL HOURS**

- A. Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. until 6:00 p.m. except Saturdays, Sundays, and federal holidays.
- B. The FBI maintains a 24-hour operation and access to the building(s), the space, elevators, and the parking garage shall be available 24 hours a day, 7 days a week. Access to the building shall be through pedestrian doors at ground level (handicapped accessible) and through a minimum of 2 access/egress roll up doors leading into the parking entrance(s) to the building if parking is provided under or within the building housing the office.

### **7.3 OVERTIME USAGE (SEP 2000)**

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 will be placed using a GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.
- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

### **7.4 UTILITIES**

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

### **7.5 UTILITIES: SEPARATE FROM RENTAL**

- A. The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy-intensive building systems can operate under the control conditions stated in this SFO. The statement must also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, *Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings*, or more restrictive state/local codes.
- B. The Lessor shall provide separate meters for utilities to be paid for by the Government. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements. Refer to the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.

### **7.6 DAYTIME CLEANING**

- A. All routine office maintenance activities, including janitorial services, must be conducted during routine business hours of 8:30 a.m. to 4:30 p.m.
- B. Work to be conducted outside of routine business hours requires the FBI's prior approval.

### **7.7 JANITORIAL SERVICES**

- A. The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide and replace supplies and equipment. The Lessor shall provide permanent cleaning staff of sufficient number to adequately service a building of the size proposed by this lease. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

#### **B. SELECTION OF CLEANING PRODUCTS:**

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and

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3. minimize the use of harsh chemicals and the release of irritating fumes.

4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

D. DAILY:

Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms.

E. THREE TIMES A WEEK:

Sweep or vacuum stairs.

F. WEEKLY:

Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

G. EVERY TWO WEEKS:

Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

H. MONTHLY:

Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

I. EVERY TWO MONTHS:

Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

J. THREE TIMES A YEAR:

Dust wall surfaces within 70 inches of the floor, vertical surfaces, and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

K. TWICE A YEAR:

Wash all interior and exterior windows and other glass surfaces. Strip and apply 4 coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

L. ANNUALLY:

Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all drapes in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors, lobbies, upfront interview/reception areas, and other high traffic areas. Clean balconies, ledges, courts, areaways, and flat roofs.

M. EVERY TWO YEARS:

Shampoo carpets in all offices and other non-public areas.

N. EVERY FIVE YEARS:

Dry-clean or wash (as appropriate) all drapes.

O. AS REQUIRED:

Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes moving and return of furniture). Control pests as appropriate, using integrated pest management techniques.

**7.8 SCHEDULE OF PERIODIC SERVICES**

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

**7.9 MAINTENANCE AND TESTING OF SYSTEMS**

A. The Lessor is responsible for the total maintenance and repair of the leased premises in accordance with GSA Form 3517, General Clauses, 552.270-12, *Maintenance of Building and Premises - Right of Entry*. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies.

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materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.

- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of all building systems to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.

**7.10 BUILDING OPERATING PLAN**

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, heating, cooling, ventilation, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

**7.11 LANDSCAPE MAINTENANCE**

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance is to be performed during the growing season on a weekly cycle and will consist of watering, mowing, and policing area to keep it free of debris. Pruning and fertilization are to be done on an as needed basis. In addition, dead or dying plants are to be replaced.

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## **8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT**

### **8.1 CERTIFICATE OF OCCUPANCY**

The Lessor shall provide to the Contracting Officer a copy of the building's valid certificate of occupancy for the intended use by the Government. If a temporary certificate of occupancy is provided, or if the local jurisdiction does not issue a certificate of occupancy, the Lessor shall consult the Contracting Officer to determine if other documentation may be needed to ensure the building can be occupied safely.

### **8.2 FIRE PROTECTION AND LIFE SAFETY**

- A. All nationally recognized National Model Building and NFPA Codes, and other nationally recognized codes and standards referenced herein, shall reference the current edition, in effect at the time of the solicitation.
- B. The building(s) offered shall comply with the fire protection and life safety requirements of the applicable National Model Building and NFPA Codes.
- C. The egress requirements of NFPA Standard 101, *Life Safety Code*, shall be followed in lieu of the means of egress requirements of the applicable National Model Building Code.
- D. The building egress system shall include a minimum of two separate and remote exit stairways discharging remotely to the outside and accessible from each floor of Government occupancy.
- E. Where conflicts arise between the requirements of the National Model Building and NFPA Codes and the requirements of the Local Building and Fire Codes, the Contracting Officer shall be notified to determine a resolution.
- F. Prior to FBI occupancy of the building, the Lessor shall test all fire protection detection systems, suppression systems, and other lifesafety systems in accordance with the applicable NFPA Standards and provide written documentation to the Contracting Officer. This documentation will be reviewed by the FBI for compliance prior to occupancy of the building.

### **8.3 SPRINKLER SYSTEM**

- A. All buildings described in this SFO shall be protected throughout by an automatic sprinkler system designed and installed in accordance with the requirements of the National Model Building Code and NFPA Standard 13, *Installation of Sprinkler Systems*.
- B. Standard response sprinklers of an intermediate temperature classification (175°F to 225°F) shall be provided in the following rooms. This will include Room 44, Room 88, Room 93, Room 94, Room 95, Room 96, Room 98 (all), Room 99A, Room 99B, Room 99C, Room 99D, Room 99E, Room 99G, Room 100, Room 101, and Room 102.
- C. Standard response sprinklers of a high temperature classification (250°F to 300°F) shall be provided in Room 103.
- D. All sprinkler pipes entering Room 100 and Room 101 shall have a dielectric break in the pipe at the point of egress inside the room. The dielectric break shall not be greater than 6 inches in length and shall be located no more than 6 inches from the wall that the pipe passes through. The dielectric break shall be located entirely inside the secured room.
- E. Where applicable, fire pump installations shall be designed, installed, tested, and maintained in accordance with the requirements of the NFPA Standard 20, *Standard for the Installation of Stationary Fire Pumps for Fire Protection*, and Standard 25, *Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. Electric fire pumps shall be provided with essential power capability.
- F. The sprinkler system design density utilized for all storage rooms shall be Ordinary Hazard Group 2.

### **8.4 FIRE ALARM SYSTEM**

- A. An addressable fire alarm system shall be installed in the building(s) in accordance with the requirements of the National Model Building Code and NFPA Standard 72, *National Fire Alarm Code*.
- B. Manual fire alarm stations shall be installed in the building in accordance with the requirements of NFPA Standard 72, *National Fire Alarm Code*. Where applicable in multiple tenant buildings, the requirement for the installation of manual fire alarm stations shall be at the discretion of the Contracting Officer.
- C. The fire alarm shall be electrically supervised and shall be automatically monitored by a UL listed Central Station or by the local fire department.
- D. Unless otherwise required by local codes, only visible (i.e., strobe device) alarm notification appliances are to be provided in building restrooms.

### **8.5 EMERGENCY LIGHTING**

If battery powered emergency lighting is provided, the battery packs shall provide a minimum of 90 minutes of illumination in accordance with the requirements of the NFPA Standard 101, *Life Safety Code*.

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**8.6 MAINTENANCE AND TESTING OF FIRE PROTECTION AND LIFE SAFETY SYSTEMS**

The fire alarm system shall be inspected, tested, and maintained by the Lessor in accordance with the requirements of NFPA Standard 72, *National Fire Alarm Code*. The water-based fire protection systems shall be inspected, tested, and maintained by the Lessor in accordance with NFPA Standard 25, *Inspection, Testing, and Maintenance of Water-Based Fire Protection System*. Services shall include all necessary labor, materials, and equipment and shall be performed by persons 1) qualified by experience and training to perform the work and 2) holding a current license for installation of the systems involved.

**8.7 LIGHTNING RISK ASSESSMENT**

The Offeror shall perform a lightning risk assessment calculation as defined by NFPA Standard 780, *Standard for the Installation of Lightning Protection Systems*, for the proposed site and structure. Risk index values in the moderate-to-severe category or higher shall require the installation of a listed lightning protection system. The risk assessment calculation shall be submitted to the Contracting Officer for review at the time of the first construction drawings submission.

**8.8 OSHA REQUIREMENTS (SEP 2000)**

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

**8.9 ASBESTOS (SEP 2000)**

The leased space shall be free of all asbestos-containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

**8.10 INDOOR AIR QUALITY (SEP 2000)**

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO<sub>2</sub> - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

**8.11 RADON IN AIR (SEP 2000)**

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electret ion chambers to ensure that radon in air levels are below EPA's action concentration of 4 pCi/L. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed.

**8.12 RADON IN WATER (SEP 2000)**

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

**8.13 HAZARDOUS MATERIALS (OCT 1996)**

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

**8.14 RECYCLING (SEP 2000)**

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

**9.0 SPECIFIC ROOM REQUIREMENTS - A**

**9.1 ROOM 1**

- A. Size: 400 square feet (SF) each
- B. Qty: 1
- C. Floor Finish: Upgraded carpet.
- D. Walls: Wall Type A5.

**9.2 ROOM 3**

- A. Size: 200 SF
- B. Qty: 1
- C. Floor Finish: Upgraded carpet.
- D. Walls: Wall Type A5.

**9.3 ROOM 4**

**9.4 ROOM 5**

- A. Size: 375 SF each
- B. Qty: 2
- C. Floor Finish: Upgraded carpet.
- D. Walls: Wall Type A5.

**9.5 ROOM 6**

- A. Size: 450 SF plus 150 SF for waiting areas.
- B. Qty: Total square footage divided into 3 areas.
- C. Floor Finish: Upgraded carpet.
- D. Walls: Wall Type A5.

**9.6 ROOM 7**

- A. Size: 250 SF
- B. Qty: 1
- C. Structural: This room will contain file cabinets.
- D. Walls: Wall Type A1.

**9.7 ROOM 8**

- A. Size: 400 SF
- B. Qty: 1
- C. Walls: Wall Type A5.
- D. Floor Finish: Upgraded carpet.
- E. Lighting: Dimmable light level between 35 foot candles to 70 foot candles.

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## **10.0 SPECIFIC ROOM REQUIREMENTS - B**

### **10.1 ROOM 9**

- A. Size: 150 SF each
- B. Qty: 4
- C. Walls: Wall Type A5.
- D. Windows: Inner doors to these rooms shall have 12-3/16" wide x 12-3/16" long view windows, with adjustable slat blinds (inner reveal). Refer to the "Windows: Interior" paragraph in the GENERAL ARCHITECTURE section and the "Windows: Room 9 View Window" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

### **10.2 ROOM 10**

- A. Size: 500 SF
- B. Qty: 1
- C. Floor Finish: Upgraded carpet.
- D. Walls:
  - 1. Wall Types A2 and A5.
  - 2. Wall(s) separating Room 10 from Room 11 shall contain bullet-resistant material UL 752, Level III, SPSA up to 12 inches above finished ceiling.
  - 3. The wall(s) shall be finished to the slab above with 3-1/2-inch sound attenuation blanket and drywall (Wall Type A2). Refer to the "Partitions" paragraph in the ARCHITECTURAL ELEMENTS AND FINISHES section and the "Wall A2: Bullet-Resistant Partition" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
  - 4. All other walls of Room 10 (with the exception of perimeter walls) shall be constructed in accordance with Wall Type A5.
- E. Doors:
  - 1. Main entrance shall be minimum 72 inches double opening 1-3/4-inch solid wood doors with locking hardware and upper and lower flush bolts on each door. Doors shall secure firmly to the floor and to the top of the door frame. The Lessor shall provide a unit cost for 72-inch double opening glass doors. The final selection shall be at the Government's discretion.
  - 2. All other doors leading into FBI space from Room 10 shall be self-closing/locking.
  - 3. Access Control: The Lessor shall install a flush-mounted box adjacent to the entrance door for an access control system. The FBI will provide the box. The Lessor shall provide and install the specified electric strike.
- F. Windows: Integral reception counter/window with pass-through tray. Window shall be UL 752, Level III, SPSA bullet resistant glass, fixed multi-panel transaction window, with natural voice-transmission properties. Dimensions of window shall be specified at the time of layout; however, this unit shall typically run the full width of 1 wall. If any door is located on the same wall as the bullet-resistant transaction window, the Lessor shall provide a full opaque (UL 752, Level III, SPSA) bullet-resistant door.

### **10.3 ROOM 11**

- A. Size: 300 SF
- B. Qty: 1
- C. Floor Finish: Upgraded carpet.
- D. Walls: Wall Type A1, with the exception of any common walls with Room 10. Common walls to be wall Type A2.
- E. Special Electrical: The Lessor shall provide an electrically-actuated door release control at a designated receptionist location (minimum of 4 locations). This control shall be connected to designated doors leading from Room 10 into the internal office space.

### **10.4 ROOM 12**

- A. Size: 150 SF each
- B. Qty: 1
- C. Walls: Wall Type A5.
- D. Windows:
  - 1. Inner doors to these rooms shall have 12-3/16" wide x 12-3/16" long view windows, with adjustable slat blinds (inner reveal).
  - 2. Tempered glass and transaction window, measuring 3'-0" wide x 4'-0" long shall be provided.
  - 3. Refer to the "Windows: Interior" paragraph in the GENERAL ARCHITECTURE section and the "Windows: Room 12 View Window" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

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**10.5 ROOM 13**

- A. Size: The total square footage of Room 13A, Room 13B, Room 13C, Room 13D, and Room 13E.
- B. Qty: 1
- C. Walls: Totally enclosed, to be divided as follows:
- D. ROOM 13A
  - 1. Size: 150 SF
  - 2. Qty: 1
  - 3. Walls: Wall Type A1.
- E. ROOM 13B
  - 1. Size: 600 SF
  - 2. Qty: 1
  - 3. Open layout.
- F. ROOM 13C
  - 1. Size: 150 SF
  - 2. Qty: 2
  - 3. Walls: Wall Type A5.
  - 4. Windows: Inner doors to these rooms shall have 12-3/16" wide x 12-3/16" long view windows, with adjustable slat blinds (inner reveal). Refer to the "Windows: Interior" paragraph in the GENERAL ARCHITECTURE section and the "Windows: Room 9 View Window" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
- G. ROOM 13D
  - 1. Size: 200 SF
  - 2. Qty: 1
  - 3. Floor Finish: Vinyl composition tile.
  - 4. Walls: Wall Type A1.
- H. ROOM 13E
  - 1. Size: 150 SF
  - 2. Qty: 1
  - 3. Walls: Wall Type A1.

**10.6 ROOM 14**

- A. Size: 600 SF
- B. Qty: 1
- C. Walls: Wall Type A5.
- D. Floor Finish: Upgraded carpet.
- E. Other: Folding acoustical partition. Refer to the "Folding Wall Partition" subparagraph in the "Partitions" paragraph in the ARCHITECTURAL ELEMENTS AND FINISHES section of this SFO.

**10.7 ROOM 15**

- A. Size: 200 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A1.

## **11.0 SPECIFIC ROOM REQUIREMENTS - C**

### **11.1 ROOM 16**

- A. Size: 150 SF each
- B. Qty: 1
- C. Walls: Wall Type A5.
- D. Windows: Inner doors to these rooms shall have 12-3/16" wide x 12-3/16" long view windows, with adjustable slat blinds (inner reveal). Refer to the "Windows: Interior" paragraph in the GENERAL ARCHITECTURE section and the "Windows: Room 9 View Window" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
- E. Other: The Lessor shall provide 1 handcuff bar. Refer to the "Special: Handcuff Bar" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

### **11.2 ROOM 17**

- A. Size: 150 SF for Polygraph Office and 150 SF for Polygraph Examination Room (to be built as 2 rooms).
- B. Qty: 1 of each
- C. Walls: Wall Type A5.
- D. Special HVAC: HVAC supply and return ducts shall be treated with duct-silencing material to eliminate duct noise.
- E. Windows: One observation window (one-way mirror), tempered glass, mounted on common wall of the 2 rooms; 4'-0" wide x 2'-0" long, mounted with base 48 inches from floor.

### **11.3 ROOM 18**

- A. Size: 200 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A1.
- E. Lighting: The Lessor shall provide a red "in-use" signal light outside of the door to identify when space is in use.
- F. Plumbing: The Lessor shall provide a stainless steel sink with hot and cold running water, waste and vent.
- G. Millwork:
  - 1. The Lessor shall furnish and install counter and cabinet work. Refer to the "Special: Room 18 Millwork" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
  - 2. Countertops. Horizontal surfaces including sink counters and/or worktops shall be a solid surface material, 3/4-inch minimum thickness.
- H. Other: The Lessor shall provide 1 soap dispenser and 1 paper towel dispenser. No mirror shall be provided in this room.
- I. Doors:
  - 1. Access Control: The Lessor shall install a flush-mounted box adjacent to the entrance door for an access control system. The FBI will provide the box. The Lessor shall provide and install the specified electric strike.

### **11.4 ROOM 19**

- A. Size: 50 SF
- B. Qty: 1
- C. Floor Finish: 4" wide x 4" long non-skid ceramic tile.
- D. Walls: Wall Type A1.
- E. Doors: Self closing and non-locking door.
- F. Plumbing:
  - 1. The Lessor shall provide 1 commode fully installed with all appropriate supply, waste, and vent lines.
  - 2. The Lessor shall provide 1 ceramic sink with hot and cold running water fully installed with all appropriate supply, waste, and vent lines. Faucet to be automatic.
  - 3. A floor drain with self-priming trap shall be provided.
- G. Other:
  - 1. The Lessor shall provide 1 soap dispenser, 1 paper towel dispenser, and 1 toilet paper dispenser.
  - 2. No mirror shall be provided in Room 19.

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**12.0 SPECIFIC ROOM REQUIREMENTS - D**

**12.1 ROOM 20**

- A. Size: 200 SF
- B. Qty: 1
- C. Walls: Wall Type A1.

**12.2 ROOM 21**

- A. Size: 400 SF
- B. Qty: 1
- C. Open layout.

**12.3 ROOM 22**

- A. Size: 500 SF
- B. Qty: 1
- C. Open layout.

**12.4 ROOM 23**

- A. Size: 150 SF
- B. Qty: 1
- C. Walls: Wall Type A1.

**12.5 ROOM 24**

- A. Size: 200 SF
- B. Qty: 1
- C. Open layout.

**12.6 ROOM 25**

- A. Size: 150 SF
- B. Qty: 1
- C. Walls: Wall Type A1.

**12.7 ROOM 26**

- A. Size: 200 SF
- B. Qty: 1
- C. Walls: Wall Type A1.

**12.8 ROOM 27**

- A. Size: 200 SF
- B. Qty: 1
- C. Walls: Wall Type A1.

**12.9 ROOM 28**

- A. Size: 100 SF
- B. Qty: 1
- C. Open layout.

**12.10 ROOM 29**

- A. ROOM 29A
  - 1. Size: 150 SF
  - 2. Qty: 1
  - 3. Walls: Wall Type A5.
- B. ROOM 29B
  - 1. Size: 150 SF
  - 2. Qty: 1
  - 3. Open layout.

**12.11 ROOM 30**

- A. Size: 200 SF
- B. Qty: 1
- C. Open layout.



**12.12 ROOM 31**  
A. Size: 200 SF  
B. Qty: 1  
C. Walls: Wall Type A1.

**12.13 ROOM 32**  
A. Size: 100 SF  
B. Qty: 1  
C. Walls: Wall Type A1.

**12.14 ROOM 33**  
A. Size: 400 SF  
B. Qty: 1  
C. Walls: Wall Type A1.

**12.15 ROOM 34**  
A. Size: 100 SF  
B. Qty: 1  
C. Walls: Wall Type A1.

**12.16 ROOM 35**  
A. Size: 300 SF  
B. Qty: 1  
C. Floor Finish: Vinyl composition tile.  
D. Walls: Wall Type A1.  
E. Special Electrical: The Lessor shall provide 2 levels of power strips with outlets spaced 12 inches apart. The strips are required on the full length of 2 walls of the room, 15 inches and 4 feet, 0 inches above the finished floor.

**12.17 ROOM 36**  
A. Size: 200 SF  
B. Qty: 1  
C. Walls: Wall Type A1.

**12.18 ROOM 37**  
A. Size: 100 SF  
B. Qty: 1  
C. Open layout.

**12.19 ROOM 38**  
A. Size: 150 SF  
B. Qty: 1  
C. Walls: Wall Type A1.

**12.20 ROOM 39**  
A. Size: 150 SF  
B. Qty: 1  
C. Walls: Wall Type A1.

**12.21 ROOM 40**  
A. Size: 100 SF  
B. Qty: 1  
C. Open layout.

**12.22 ROOM 41**

- A. Size: The total square footage of Room 41A, Room 41B, and Room 41C.
- B. Qty: 1
- C. Walls: Wall Type A1.
- D. ROOM 41A
  - 1. Size: 150 SF each
  - 2. Qty: 1
  - 3. Walls: Wall Type A1.
- E. ROOM 41B
  - 1. Size: 600 SF
  - 2. Qty: 1
  - 3. Open layout.
- F. ROOM 41C
  - 1. Size: 150 SF
  - 2. Qty: 1
  - 3. Walls: Wall Type A1.

**12.23 ROOM 42**

- A. Size: The total square footage of Room 42A, Room 42B, Room 42C, Room 42D, and Room 42E.
- B. Qty: 1
- C. ROOM 42A
  - 1. Size: 600 SF
  - 2. Qty: 1
  - 3. Open layout.
- D. ROOM 42B
  - 1. Size: 150 SF
  - 2. Qty: 1
  - 3. Walls: Wall Type A1.
- E. ROOM 42C
  - 1. Size: 500 SF
  - 2. Qty: 1
  - 3. Floor Finish: Conductive vinyl tile.
  - 4. Walls: Wall Type A1.
- F. ROOM 42D
  - 1. Size: 400 SF
  - 2. Qty: 1
  - 3. Floor Finish: Vinyl composition tile.
  - 4. Walls: Wall Type A1.
- G. ROOM 42E
  - 1. Size: 600 SF
  - 2. Qty: 1
  - 3. Floor Finish: Vinyl composition tile.
  - 4. Walls: Wall Type A1.

**12.24 ROOM 43**

- A. Size: The total square footage of Room 43A and Room 43B.
- B. Qty: 1
- C. ROOM 43A
  - 1. Size: 1,300 SF
  - 2. Qty: 1
  - 3. Walls: Wall Type A4.
  - 4. Doors: Removable pin hinge on inside; storeroom lockset; S&G 3-position combination lock.
    - a. Access Control: The Lessor shall install a flush-mounted box adjacent to the entrance door for an access control system. The FBI will provide the box. The Lessor shall provide and install the specified electric strike.
  - 5. Special Electrical: A 4" wide x 4" long cable tray shall be surface-mounted at 72 inches above the finished floor around the entire room for cable management.
  - 6. Conduit: Refer to the "Specific Room Conduit" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- D. ROOM 43B
  - 1. Size: 100 SF
  - 2. Qty: 1
  - 3. Walls: Wall Type A1.

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**12.25 ROOM 44**

- A. Size: 200 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A1.
- E. Other: No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.

**12.26 ROOM 45**

- A. Size: The total square footage of Room 45A and Room 45B.
- B. Qty: 1
- C. Walls: Wall Type A1.
- E. ROOM 45A
  - 1. Size: 600 SF
  - 2. Qty: 1
  - 3. Open layout.
- F. ROOM 45B
  - 1. Size: 150 SF
  - 2. Qty: 1
  - 3. Walls: Wall Type A1.

**12.27 ROOM 46**

- A. Size: 150 SF
- B. Qty: 1
- C. Walls: Wall Type A1.

**12.28 ROOM 47**

- A. Size: 1,000 SF
- B. Qty: 1
- C. Walls: Wall Type A1.
- D. Doors: Classroom lockset; S&G 3-position combination lock.
- E. Windows: The Lessor shall provide one 3'-0" wide x 4'-0" long transaction window in 1 wall of this room. The window shall have a 4-inch opening at the bottom and shall have voice-transmission capability. The window shall be installed 42 inches above finished floor. The window shall have shutter and locking hardware which will seal window opening in the closed position after hours. Refer to the "Windows: Room 47 Transaction Window" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

**12.29 ROOM 48**

- A. Size: 200 SF
- B. Qty: 1
- C. Walls: Wall Type A1.

**12.30 ROOM 49**

- A. Size: 150 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A1.

**12.31 ROOM 50**

- A. Size: 300 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A1.

**12.32 ROOM 51**

- A. Size: 200 SF
- B. Qty: 1
- C. Location: Totally separate access from outside of the building. No access shall be provided to this room from within the building.
- D. Floor Finish: Vinyl composition tile.
- E. Walls: Wall Type A4.
- F. Ventilation: A separate heating, ventilation, and air conditioning system shall be provided for this room. Self contained units may be proposed.

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**12.33 ROOM 52**

- A. Size: 450 SF
- B. Qty: 1
- C. Open layout.

**12.34 ROOM 53**

- A. Size: See the "Qty:" subparagraph.
- B. Qty: 2 @ 500 SF
- C. Walls: Wall Type A1.

**12.35 ROOM 54**

- A. Size: 400 SF each
- B. Qty: 7
- C. Walls: Wall Type A1.

**12.36 ROOM 55**

- A. Size: 150 SF
- B. Qty: 1
- C. Walls: Wall Type A5.

**12.37 ROOM 56**

- A. Size: 600 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A1.
- E. Special Electrical: Minimum of three 4-foot, 0-inch long circuit strips mounted 42 inches above finished floor, with circuits spaced 6 inches apart.

**12.38 ROOM 57**

- A. Size: The total square footage of the Squad Supervisor's Office(s), the Squad Rooms, the Workbox Rooms, the Dictation Rooms, and the Accounting Workroom Room 57A, Room 57B, Room 57C, Room 57D, and Room 57E.
- B. Qty: See below subparagraphs.
- C. ROOM 57A
  - 1. Size: 200 SF each
  - 2. Qty: 10
  - 3. Walls: Wall Type A1.
- D. ROOM 57B
  - 1. Size: 13,500 SF
  - 2. Qty: 1
  - 3. Open layout. Rooms will be dispersed throughout office space.
- E. ROOM 57C
  - 1. Size: 100 SF each
  - 2. Qty: 10
  - 3. Floor Finish: Vinyl composition tile.
  - 4. Walls: Wall Type A1.
- F. ROOM 57D
  - 1. Size: 100 SF each
  - 2. Qty: 10
  - 3. Walls: Wall Type A1.
- G. ROOM 57E
  - 1. Size: 400 SF
  - 2. Qty: 1
  - 3. Walls: Wall Type A1.

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**12.39 ROOM 58**

- A. Size: The total square footage of Room 58A and Room 58B and Room 58C and Room 58D.
- B. Qty: 1
- C. Walls: Wall Type A1.
- D. ROOM 58A
  - 1. Size: 100 SF
  - 2. Qty: 1
  - 3. Walls: Wall Type A1.
- E. ROOM 58B
  - 1. Size: 400 SF
  - 2. Qty: 1
  - 3. Walls: Wall Type A1.
- F. ROOM 58C
  - 1. Size: 600 SF
  - 2. Qty: 1
  - 3. Floor Finish: Vinyl composition tile.
  - 4. Walls: Wall Type A4.
  - 5. Doors: Removable pin hinge on inside; storeroom lockset; S&G 3-position combination lock.
    - a. Access Control: The Lessor shall install a flush-mounted box adjacent to the entrance door for an access control system. The FBI will provide the box. The Lessor shall provide and install the specified electric strike.
  - 6. Windows: The Lessor shall provide one 4'-0" wide x 3'-6" long pass-through window with locking hardware (to be depicted on the layout). Refer to the "Windows: Interior" paragraph in the GENERAL ARCHITECTURE section of this SFO.
  - 7. Structural: 200 psf live load required.
    - 1. Size: 150 SF
    - 2. Qty: 1
    - 3. Walls: Wall Type A1.

**12.40 ROOM 59**

- A. Size: Layout to be done once the building has been selected, but typical layout is detailed in the "Special: Room 59" diagrams/specifications in the DIAGRAMS AND SPECIFICATIONS section of this SFO. The total square footage of Room 59A, Room 59B, Room 59C, Room 59D, and Room 59E.
- B. Qty: 1
- C. General Requirements:
  - 1. Walls: Wall Type A1, with the exception of Room 59A, which shall be slab-to-slab drywall construction. Refer to the "Special: Room 59" diagrams/specifications in the DIAGRAMS AND SPECIFICATIONS section of this SFO for typical layout.
  - 2. Special HVAC:
    - a. Dedicated 24-Hour HVAC system required. This system **SHALL NOT** be connected to the **ESSENTIAL** power system.
    - b. Darkroom shall be exhausted directly to the outdoors via a separate exhaust fan or building's general exhaust system but shall maintain positive air pressure. Positive air pressure shall be maintained throughout the space with 8 air changes per hour.
    - c. Humidity shall be maintained to 50 percent,  $\pm 5$  percent year round. Temperature shall be maintained to 75°F  $\pm 5$ °F year round.
  - 3. Special Electrical: The Lessor shall install multi-outlet power strips above all countertops.
  - 4. Millwork: The Lessor shall provide base and wall cabinets. The design shall be coordinated with, and approved by, the FBI before construction. Refer to the "Special: Room 59" diagrams/specifications in the DIAGRAMS AND SPECIFICATIONS section of this SFO for typical cabinetry elevations and specifications. The Lessor shall provide regular kitchen-style cabinet blocking in those walls where wall-hung cabinetry shall be installed.

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D. ROOM 59A

1. Size: 200 SF
2. Qty: 1
3. Floor Finish: Quarry tile and cove, grouted with epoxy and sealed. Floor shall be graded to floor drain in center of Room 59A.
4. Walls: Wall Type A4.
5. Special Electrical:
  - a. All electrical shall be ground fault interrupter (GFI) protected as required by code.
  - b. The Lessor shall provide a minimum of 1 dedicated 120 V, 20-amp, 2 pole, 3-wire ground outlet next to sink for Ilford processor in Room 59A. The Lessor shall provide NEMA 5-20R receptacle.
  - c. The Lessor shall provide 1 wall-mounted 120/208 V, single-phase, 3-wire, plus ground 40-amp fused disconnect if designated in layout for future equipment.
  - d. The Lessor shall provide a minimum of 1 (or more) separately switched, flush-mounted, 115 V duplex receptacles in Room 59A ceiling, centered in front of the sink.
  - e. The Lessor shall provide and install 1 photographic safelight. Refer to the "Special: Room 59" diagrams/specifications in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
6. Lighting:
  - a. All lighting in Room 59A shall be INCANDESCENT ONLY.
  - b. The Lessor shall provide a red "in-use" signal light(s) outside of Room 59A door to identify when space is in use.
7. Special Plumbing:
  - a. The Lessor shall provide a minimum of one 2-inch floor drain, one 1-1/2-inch wall drain and associated hot and cold water supply lines for 1 photographic sink and photographic equipment. The drain for the sink shall be located 12 inches to 18 inches above the floor directly behind the sink. The sink shall be furnished, assembled, and installed by the Lessor, including filter housings, etc. The sink shall come equipped with an eyewash. The eyewash shall be connected to cold water only. Refer to the "Special: Room 59" diagrams/specifications in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
  - b. Cold incoming water shall be 75°F ±5°F at 5 gallons/minute.
  - c. Hot incoming water shall be 120°F ±5°F at 5 gallons/minute.
  - d. The Lessor shall provide a thermostatic valve to maintain a set temperature.
  - e. Water supply lines to the sink shall be 1/2-inch copper or better, terminated with shutoffs located 1 foot, 0 inches above floor level directly behind the sink. (May be extended out of wall no more than 1 foot, 0 inches above floor).
  - f. All drains shall be acid-resistant PVC or better.
8. Code-Required Equipment: If local code requires the installation of any additional equipment required for effluent discharge (i.e., neutralizing tanks), or a humidifier is to be provided, the Lessor shall provide all components and shall be responsible for its servicing and maintenance. The placement of this equipment shall be determined by the Government during the construction document review phase.
9. Doors: The Lessor shall provide and install 1 light-tight revolving door. The door fits a standard 36-inch rough opening and attaches to the frame from outside the room with a light barrier, allowing the door to pop out. The Lessor shall install a 1" wide x 6" long wood frame opening to attach breakaway hardware provided with the revolving door. Refer to the "Special: Room 59" specifications in the DIAGRAMS AND SPECIFICATIONS section of this SFO for details and ordering information.

E. ROOM 59B

1. Size: 700 SF
2. Qty: 1
3. Open layout.
4. Special Electrical:
  - a. Each power strip shall provide a dedicated shielded circuit. The Lessor shall provide one 120/208 V, single-phase, 3-wire plus ground, 30-amp fused disconnect for future equipment.
  - b. Center cabinets shall have power strips as well.
5. Lighting: Lights shall be separately switched from the rest of the Center to allow lighting to be turned off in this area.
6. Millwork: The Lessor shall provide a work counter with cabinets and drawers.

F. ROOM 59C

1. Size: 250 SF
2. Qty: 1
3. Floor Finish: Vinyl composition tile.
4. Walls: Wall Type A1.

G. ROOM 59D

1. Size: 150 SF
2. Qty: 1
3. Walls: Wall Type A1.

H. ROOM 59E

1. Size: 200 SF
2. Qty: 1
3. Floor Finish: Vinyl composition tile.
4. Walls: Wall Type A1.

12.41 ROOM 60

- A. Size: 50 SF
- B. Qty: 1
- C. Floor Finish: 4" wide x 4" long non-skid ceramic tile.

(b) (6)

- D. Walls: Wall Type A1.
- E. Doors: Self closing and non-locking door.
- F. Plumbing:
  - 1. The Lessor shall provide 1 commode fully installed with all appropriate supply, waste, and vent lines.
  - 2. The Lessor shall provide 1 ceramic sink with hot and cold running water fully installed with all appropriate supply, waste, and vent lines. Faucet to be automatic.
  - 3. A floor drain with self-priming trap shall be provided.
- G. Other:
  - 1. The Lessor shall provide 1 soap dispenser, 1 paper towel dispenser, and 1 toilet paper dispenser.

**12.42 ROOM 61**

- A. Size: See the "Qty:" subparagraph.
- B. Qty: 1 @ 400 SF; 1 @ 200 SF
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A1.
- E. Special Electrical: The Lessor shall provide eight 115/20A separate-line electrical outlets per room.
- F. Plumbing:
  - 1. The Lessor shall provide 1 stainless steel sink with hot and cold running water, fully installed with all appropriate supply, waste, and vent lines.
  - 2. The Lessor shall provide 1 commercial, heavy-duty garbage disposal in each room
- G. Millwork:
  - 1. The Lessor shall provide a plastic laminate counter, base and upper cabinet work. Refer to the "Special: Room 61 Millwork" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
  - 2. The Lessor shall provide a ceramic tile backsplash the entire length of the counter with the height extending to the upper cabinet.
- H. Other: The Lessor shall provide 1 paper towel dispenser in each room.

**12.43 ROOM 62**

A. Size: 3,300 SF

B. Qty: 1

C. Walls: Totally enclosed, to be divided as follows:

**D. ROOM 62A**

1. Size: 2,200 SF

2. Qty: 1

3. Floor Finish: Colored, patterned, rubber floor system, specifically designed for physical fitness facilities similar to Hid-N-Lok by Pawling Corp. or an equivalent pre-approved by the Contracting Officer.

4. Walls: Wall Type A4.

5. Structural: Special floor load considerations may be required to accommodate weight machines and/or free weights.

6. Ceilings: Ceiling tile shall be moisture-resistant.

7. Other:

a. Mirrors: The Lessor shall provide 1 full-length mirror (safety glass) mounted on the full length and height of 1 wall.

b. Equipment shall be provided by the Government based on layout of exercise room.

c. Wall-mounted televisions shall be provided by the Government. The Lessor shall provide the mounting support and electrical outlet with 3/4-inch conduit for cable television for each television indicated on the layout.

**E. ROOM 62B**

1. Size: 550 SF each

2. Qty: 1 Men's Room and 1 Women's Room

3. Floor Finish: 4" wide x 4" long non-skid ceramic tile with a minimum of 1 floor drain in each room. Floors shall be sloped to drain.

4. Walls:

a. Totally enclosed areas for adjoining male and female shower and facilities.

b. Walls shall be constructed in accordance with local codes. All handicapped accessibility requirements shall be met in the toilet and room areas.

c. Wall covering: Ceramic tile full-height.

5. Ceilings: Sanitary moisture- and mildew-resistant acoustical ceiling tiles in accordance with local codes.

6. Special HVAC: The Lessor shall provide supplemental ventilation and exhaust in Room 62A and Room 62B. The Lessor shall provide commercial, heavy-duty exhaust fans with a minimum of 10 air changes per hour. Exhaust shall be vented directly to the outside through the roof.

7. Plumbing:

a. The Lessor shall provide a commercial, heavy-duty hot water heater to service the rooms. The Lessor shall be responsible for sizing of the hot water heater.

b. Men's Room:

i. The Lessor shall provide 2 commodes, 2 urinals, and 2 stainless steel sinks equivalent to building standard, fully installed with all appropriate supply, waste, and vent lines. All drains shall have self-priming traps.

ii. The Lessor shall provide a minimum of 2 of the following: soap dispensers, toilet paper dispensers, paper towel dispensers, and full-size mirrors. Clothes hooks shall be provided immediately adjacent to each shower stall with a minimum of five in the area.

iii. The Lessor shall provide 3 shower stalls, fully installed with all appropriate fixtures, supply, waste, and vent lines. All drains shall have self-priming traps. Shower stalls shall minimally be of integral construction, minimally 3'-0" wide x 3'-0" deep x 6'-5" long, fiberglass reinforced polyester, with a single lever hot-cold shower valve and adjustable shower head. One shower stall shall comply with ADAAG.

iv. Doors: Doors to shower stalls shall be bi-fold with frosted safety glass, rigid Plexiglas, or an equivalent pre-approved by the Contracting Officer.

c. Women's Room:

i. The Lessor shall provide 3 commodes and 2 stainless steel sinks equivalent to building standard, fully installed with all appropriate supply and waste lines. All drains shall have self-priming traps.

ii. The Lessor shall provide 1 sanitary napkin dispenser and a minimum of 2 of the following: soap dispensers, toilet paper dispensers, paper towel dispensers, and full-size mirrors. Clothes hooks shall be provided immediately adjacent to each shower stall with a minimum of five in the area.

iii. The Lessor shall provide 3 shower stalls, fully installed with all appropriate fixtures, supply, waste, and vent lines. All drains shall have self-priming traps. Shower stalls shall minimally be of integral construction, minimally 3'-0" wide x 3'-0" deep x 6'-5" long, fiberglass reinforced polyester, with a single lever hot-cold shower valve and adjustable shower head. One shower stall shall comply with ADAAG.

iv. Doors: Doors to shower stalls shall be bi-fold with frosted safety glass, rigid Plexiglas, or an equivalent pre-approved by the Contracting Officer.

d. The Lessor shall provide 1 water fountain within Room 62A.

8. Other:

a. The Lessor shall provide and install approximately 50 metal lockers and wood benches. The FBI shall make final selection based on the Lessor's proposal. Refer to the "Special: Lockers" specifications in the DIAGRAMS AND SPECIFICATIONS section of this SFO for specifications.

b. Partitions surrounding the toilet facilities shall minimally be of sanitary construction, easily cleaned, moisture- and mildew-resistant. The building standard toilet partitions shall be reviewed for suitability.

c. All bathroom fixtures and stall partitions shall be wall-hung.

**12.44 ROOM 63**

A. Size: The total square footage of Room 63A and Room 63B.

B. Qty: 1

C. ROOM 63A

1. Size: 600 SF

2. Qty: 1

3. Walls: Wall Type A5.

4. Special Electrical: The Lessor shall provide 1 flush, floor-mounted electrical quadruplex outlet, and/or 1 flush, ceiling-mounted quadruplex outlet for Government-provided projection equipment. The Lessor shall provide required blocking and shall install the projection equipment.

5. Special Lighting: The Lessor shall provide 0 percent to 100 percent dimmable fluorescent lighting fixtures.

6. Other: If a window location is chosen, the Lessor shall provide both blinds and blackout drapes.

D. ROOM 63B

1. Size: 100 SF

2. Qty: 1

3. Floor Finish: Vinyl composition tile.

4. Walls: Wall Type A1.

**12.45 ROOM 64**

A. Size: 60" wide x 30" deep (each)

B. Qty: 15

1. Coat closets shall accommodate a total of 275 employees.

C. Walls: Wall Type A1.

D. Doors: Building standard doors.

E. Millwork:

1. Chrome coat rod shall be installed 66 inches above the finished floor with partial length to meet ADAAG.

2. One 12" wide x 3/4" deep pre-milled particle board hat shelf shall be installed above the coat rod with partial length to meet ADAAG.

3. Intermediate support brackets for shelf and rod shall be installed as required.

(b) (6)

**12.46 ROOM 65**

- A. Size: The total square footage of Room 65A and Room 65B.  
B. Qty: 1  
C. ROOM 65A  
1. Size: 1,200 SF  
2. Qty: 1  
3. Floor Finish: Upgraded carpet.  
4. Walls: Wall Type A5.  
5. Conduit: Refer to the "Specific Room Conduit" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.  
D. ROOM 65B  
1. Size: 300 SF  
2. Qty: 1  
3. Floor Finish: Upgraded carpet.  
4. Walls: Wall Type A5.  
5. Windows: The Lessor shall provide one 4'-0" wide x 3'-6" long glass vision panel between this room and Room 65 (to be depicted on the layout). Refer to the "Windows: Interior" paragraph in the GENERAL ARCHITECTURE section of this SFO.

**E. ROOM 8B**

1. Size: 50 SF  
2. Qty: 1  
3. Floor Finish: 4" wide x 4" long non-skid ceramic tile  
4. Walls: Wall Type A5  
5. Plumbing  
a. The Lessor shall provide 1 commode fully installed with all appropriate supply, waste, and vent lines.  
b. The Lessor shall provide 1 ceramic sink with hot and cold running water.  
c. The Lessor shall include appropriate supply, waste, and vent lines.  
d. The Lessor shall provide automatic faucets and a floor drain with self-cleaning trap.  
6. Millwork: The Lessor shall provide 1 base cabinet underneath sink and 1 mirror above sink.  
7. Other: The Lessor shall provide 1 soap dispenser, 1 paper towel dispenser, and 1 toilet paper dispenser.

**F. ROOM 8C**

1. Size: 50 SF  
2. Qty: 1  
3. Floor Finish: Vinyl composition tile  
4. Walls: Wall Type A1  
5. Plumbing  
a. The Lessor shall provide 1 stainless steel sink with hot and cold running water.  
b. The Lessor shall provide appropriate waste and vent lines.  
c. The Lessor shall provide 1 commercial heavy-duty garbage disposal.  
6. Millwork: The Lessor shall provide the following:  
a. Plastic laminate counter top over base cabinets.  
b. Upper cabinetry.  
c. A ceramic tile backsplash the entire length of the counter with the height extending to the upper cabinets.  
d. Space for refrigerator.  
7. Other: The Lessor shall provide 1 soap dispenser and 1 paper towel dispenser.

**12.47 ROOM 66**

- A. Size: The total square footage of Room 66A and Room 66B.  
B. Qty: 1  
C. ROOM 66A  
1. Size: 200 SF  
2. Qty: 1  
3. Walls: Wall Type A1.  
D. ROOM 66B  
1. Size: 500 SF  
2. Qty: 1  
3. Open layout.

**12.48 ROOM 67**

- A. Size: 600 SF  
B. Qty: 1  
C. Walls: Wall Type A1.

(b) (6)



**12.49 ROOM 68**

- A. Size: The total square footage of Room 68A, Room 68B, Room 68C, Room 68D, Room 68E, Room 68F, Room 68G, Room 68H, and Room 68I.
- B. Qty: 1
- C. Walls: Totally enclosed, to be divided as follows:
- D. ROOM 68A
1. Size: 100 SF
  2. Qty: 1
  3. Walls: Wall Type A1.
  4. Doors:
    - a. Entrance doors from public corridor to Room 10 shall be minimum 3 feet, 6 inches wide.
    - b. Entrance from Room 10 to treatment corridor shall be a cased opening not less than 3 feet, 6 inches wide.
- E. ROOM 68B
1. Size: 150 SF
  2. Qty: 1
  3. Walls: Wall Type A1.
- F. ROOM 68C
1. Size: 100 SF
  2. Qty: 1
  3. Floor Finish: Vinyl composition tile.
  4. Walls: Wall Type A1.
  5. Plumbing:
    - a. The Lessor shall provide 1 stainless steel sink with hot and cold running water fully installed with all appropriate supply, waste, and vent lines, provided to a single-lever fixture. The sink shall be installed at one end of the countertop.
  6. Millwork: The Lessor shall provide 6 linear feet, 0 inches of base cabinetry and plastic laminate countertop. The Lessor shall also provide 6 linear feet, 0 inches of cabinetry on the wall above.
- G. ROOM 68D
1. Size: 55 SF
  2. Qty: 1
  3. Floor Finish: Vinyl composition tile.
  4. Walls: Wall Type A1.
  5. Special Electrical: Two duplex outlets, 30-amp service for autoclave and sterilizer.
  6. Millwork: The Lessor shall provide a plastic laminate counter with a 2-compartment stainless steel sink recessed at top, base cabinet below. Counter length shall depend upon size of utility room and will be determined at the time of layout.
- H. ROOM 68E
1. Size: 75 SF each
  2. Qty: 2
  3. Floor Finish: Vinyl composition tile.
  4. Walls: Wall Type A1.
- I. ROOM 68F
1. Size: 15 SF
  2. Qty: 1
  3. Floor Finish: Vinyl composition tile.
  4. Walls: Wall Type A1.
- J. ROOM 68G
1. Size: 10 SF
  2. Qty: 1
  3. Floor Finish: Vinyl composition tile.
  4. Walls: Wall Type A1.
  5. Millwork: The Lessor shall provide 6 SF of shelving for storage of linens.
- K. ROOM 68H
1. Size: 50 SF
  2. Qty: 1
  3. Floor Finish: Ceramic tile.
  4. Walls: Wall Type A1.
  5. Doors: Self-closing door.
  6. Plumbing:
    - a. The Lessor shall provide 1 commode fully installed with all appropriate supply, waste, and vent lines.
    - b. The Lessor shall provide 1 sink with hot and cold running water fully installed with all appropriate supply, waste, and vent lines, provided to a single-lever fixture.
    - c. A floor drain with self-priming trap shall be provided.
  7. Other:
    - a. The Lessor shall provide 1 standard mirror to be located above sink.
    - b. The Lessor shall provide 1 soap dispenser and 1 paper towel dispenser.
- L. ROOM 68I
1. Size: 120 SF of circulation
    - a. Minimum 4'-6" to 6'-0" widths required.
  2. Qty: 1

(b) (6)

**12.50 ROOM 69**  
A. Size: 500 SF  
B. Qty: 1  
C. Open layout.

**12.51 ROOM 70**  
A. Size: 150 SF  
B. Qty: 1  
C. Open layout.

**12.52 ROOM 71**  
A. Size: 150 SF  
B. Qty: 1  
C. Walls: Wall Type A1.

**12.53 ROOM 72**  
A. Size: 150 SF each  
B. Qty: 2  
C. Walls: Wall Type A1.

### **13.0 SPECIFIC ROOM REQUIREMENTS - E**

#### **13.1 ROOM 73**

- A. Size: 3,000 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A1.
- E. Doors:
  - 1. Main Entrance: One set of double doors; removable pin hinges on inside.
  - 2. Other doors required for access or exiting purposes shall be building standard.
  - 3. The Lessor shall provide kick plates to 36 inches on inside and outside of all doors in this room.
- F. Millwork: The Lessor shall provide a counter with a ledge and swinging gate inside the room between Room 73 and the outside door to provide controlled access. Refer to the "Special: Counter and Gate Typical" diagrams in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

#### **13.2 ROOM 74**

- A. Size: 3,000 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A4.
- E. Double doors:
  - 1. Removable pin hinge on inside; storeroom lockset; S&G 3-position combination lock.
  - 2. The Lessor shall provide a S&G 3-position combination lock on each door in this room.
  - 3. The Lessor shall provide kick plates to 36 inches.
  - 4. Access Control: The Lessor shall install a flush-mounted box adjacent to the entrance door for an access control system. The FBI will provide the box. The Lessor shall provide and install the specified electric strike.
- F. Plumbing:
  - 1. The Lessor shall provide a standard wall-mounted stainless steel sink with hot and cold running water, fully installed with all appropriate supply, waste, and vent lines, provided to a single-lever fixture.
  - 2. Special: The Lessor shall provide an eyewash meeting the ANSI Z-358.1 1981 standard. The eyewash shall be connected to cold water only and shall be equipped with a lid. The eyewash shall be connected to a drain.
- G. Millwork: The Lessor shall provide a counter with a ledge and swinging gate inside the room between Room 74 and the outside door to provide controlled access. Refer to the "Special: Counter and Gate Typical" diagrams in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

#### **13.3 ROOM 75**

- A. Size: 4,000 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A4.
- E. Doors:
  - 1. Removable pin hinge on inside; storeroom lockset; S&G 3-position combination lock.
  - 2. Access Control: The Lessor shall install a flush-mounted box adjacent to the entrance door for an access control system. The FBI will provide the box. The Lessor shall provide and install the specified electric strike.

#### **13.4 ROOM 76**

- A. Size: 200 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A3.
  - 1. Note: Any common wall between Room 77 and Room 76 shall be constructed slab-to-slab, Wall Type A4.
- E. Doors:
  - 1. Removable pin hinge on inside; storeroom lockset; Simplex lock to be provided and installed by the FBI.
  - 2. Access Control: The Lessor shall install a flush-mounted box adjacent to the entrance door for an access control system. The FBI will provide the box. The Lessor shall provide and install the specified electric strike.

(b) (6)

**13.5 ROOM 77**

- A. Size: 300 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A3.
- E. Doors:
  - 1. Removable pin hinge on inside; storeroom lockset; Simplex lock to be provided and installed by the FBI.
  - 2. Doors sweeps and gaskets shall be provided at all doors in this room.
  - 3. Access Control: The Lessor shall install a flush-mounted box adjacent to the entrance door for an access control system. The FBI will provide the box. The Lessor shall provide and install the specified electric strike.
- F. Special HVAC: The Lessor shall provide a commercial, heavy-duty exhaust fan with an on/off switch venting directly to the outside of the building for ventilation of the room. Minimum of 10 air changes per hour shall be provided.

**13.6 ROOM 78**

- A. Size: 450 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A4.
- E. Doors:
  - 1. Removable pin hinge on inside; storeroom lockset; S&G 3-position combination lock.
  - 2. Access Control: The Lessor shall install a flush-mounted box adjacent to the entrance door for an access control system. The FBI will provide the box. The Lessor shall provide and install the specified electric strike.

**13.7 ROOM 79**

- A. Size: 1,100 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A4.
- E. Doors:
  - 1. Removable pin hinge on inside; storeroom lockset; S&G 3-position combination lock.
  - 2. Access Control: The Lessor shall install a flush-mounted box adjacent to the entrance door for an access control system. The FBI will provide the box. The Lessor shall provide and install the specified electric strike.
- F. Millwork: The Lessor shall provide a counter with a ledge and swinging gate inside the room between Room 79 and the outside door to provide controlled access. Refer to the "Special: Counter and Gate Typical" diagrams in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
- G. Floor Finish: Carpet or vinyl composition tile shall be installed over Space Saver rails by the Lessor. Floor covering **SHALL NOT** be installed until after rails are installed by the FBI vendor.
- H. Filing system: Space Saver systems will be installed by Government contractor.
- I. Structural: Minimum 200 psf live load required. The Lessor's structural engineer shall determine actual floor load required. The Lessor shall provide 1) field observation summarizing the structural steel renovations performed and 2) certification that work performed meets all design criteria.
- J. Ceiling Height: The Lessor shall be responsible for meeting any code requirements for sprinkler clearance above the Space Saver Systems which may necessitate a higher ceiling. Assume all Space Savers where referenced are approximately 92 inches high, top to bottom.
- K. Special Electrical: The Lessor shall provide 1 standard electrical outlet for each row of power Space Saver units.

**13.8 ROOM 80**

- A. Size: 700 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A1.

**13.9 ROOM 81**

- A. Size: 500 SF
- B. Qty: 1
- C. Location: *May be located in basement of building.*
- D. Floor Finish: Vinyl composition tile.
- E. Walls: Wall Type A1.

**13.10 ROOM 82**

- A. Size: 350 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Structural: 200 psf live load minimum shall be provided unless the room is located on the ground floor or in the basement and it is determined by the Lessor that additional floor load reinforcement is not required.
- E. Walls: Wall Type A3.
- F. Doors: Removable pin hinge on inside; storeroom lockset with deadbolt lock.

(b) (6)

**13.11 ROOM 83**

- A. Size: 200 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A4.
- E. Doors: Removable pin hinge on inside; storeroom lockset with deadbolt lock (X-07 lock required if room is located outside of secured office building, to be provided and installed by the FBI.).

**13.12 ROOM 84**

- A. Size: 200 SF
- B. Qty: 1
- C. Location: TBD
- D. Floor Finish: Vinyl composition tile.
- E. Structural: TBD
- F. Walls: Wall Type A5. The Lessor shall provide sound-absorbent wall surface material.
- G. Special HVAC: The Lessor shall provide a commercial, heavy-duty exhaust fan with an on/off switch venting directly to the outside of the building for ventilation of the room. Minimum 10 air changes per hour shall be provided.
- H. Special Electrical: Model 22 HDS, SEM Security Disintegrator, 25 HP motor, 1,800 rpm, 208 V, 3-phase, 60 cycle magnetic starter wired in place with a start/stop station and safety limit switch. The Lessor shall provide at a minimum a circuit breaker of 100 amps or a fusible disconnect of 100-amp service. Shredder shall be hardwired by the contractor with 8 feet, 0 inches flexible conduit. Fan system operates at standard 110-120 V/60 cycle. The Lessor's contractor shall provide a 120 V, 15-amp wall outlet. The Lessor shall provide fuse disconnects as required by code.

**13.13 ROOM 85**

- A. Size: 500 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Totally enclosed. Walls shall extend slab-to-slab with either 4-inch thick poured concrete, 1/4-inch thick steel plate, or 8-inch concrete block with No. 4 reinforcing steel bars spaced 16 inches O.C. with grout-filled cavities. If steel plate is used, adjacent plate shall be joined by continuous welding along all seams.
- E. Ceiling: If ceiling is not the slab, it shall be reinforced with 1/4-inch thick steel plate.
- F. Doors:
  - 1. The door and frame shall provide protection not less than a Class 5 vault door specified in FS AA-D-00600 (GSA-FSS), Door Vault Security (or most current FS).
    - a. Specifications: Class 5 - Resistant to 20 man-hours surreptitious entry, 30 man-minutes covert entry and 10 man-minutes forced entry; Type II - with optical device, left-hand swing, style K, key-change combination lock (gray).
    - b. Manufacturers: Mosler, Inc. and Overly Manufacturing Co.
  - 2. Door frame shall be attached by welding.
- G. HVAC:
  - 1. The Lessor shall provide standard HVAC. The Lessor shall ensure proper humidification within this room.
  - 2. Special: Duct penetrations in walls require manbar protection if opening exceeds 96 square inches in cross-sectional area.
- H. Millwork: The Lessor shall provide upper and base cabinetry, drawers, and shelving. **DESIGN OF MILLWORK SHALL BE COORDINATED WITH, REVIEWED AND APPROVED BY, THE FBI PRIOR TO CONSTRUCTION. THE LESSOR SHALL PROVIDE A LINEAR FOOT COST FOR MILLWORK.**

**13.14 ROOM 86**

- A. Size: NA SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A1.

**13.15 ROOM 87**

- A. Size: 3,000 SF
- B. Qty: 1
- C. Floor Finish: Space Saver systems will be installed by Government contractor. Vinyl composition tile shall be installed over Space Saver rails by the Lessor. Floor Covering **SHALL NOT** be installed until after rails are installed by FBI vendor.
- D. Structural: Minimum 200 psf live load shall be provided. The Lessor's structural engineer shall determine actual floor load required based on equipment to be installed in room and shall provide these calculations to the Government for review.
- E. Walls: Wall Type A1.
- F. Ceiling height: Minimum 9 feet, 0 inches. The Lessor shall be responsible for meeting any code requirements for sprinkler clearance above the Space Saver systems which may necessitate a higher ceiling. Assume all Space Savers where referenced are approximately \_\_\_\_\_ inches high, top to bottom.
- G. Special Electrical: The Lessor shall provide 1 standard electrical outlet for each row of power Space Saver units.

(b) (6)



#### **14.0 SPECIFIC ROOM REQUIREMENTS – F**

##### **14.1 ROOM 88**

- A. Size: 150 SF
- B. Qty: 1
- C. Location: Must be located within 30 feet, 0 inches of Room 100 and Room 101.
- D. Floor Finish: Conductive vinyl tile.
- E. Walls: Wall Type A1.
- F. Ceiling height: 9 feet, 0 inches minimum.
- G. Doors: 3'-0" wide x 7'-0" long door.
- H. Special HVAC:
  - 1. 24-Hour HVAC system, dedicated solely for Room 88.
  - 2. Unit shall be located outside of Room 88.
  - 3. Unit **SHALL NOT BE FED** from panel RP-MR but directly from the FBI's isolation transformer.
  - 4. For additional information, refer to the "Dedicated 24-Hour HVAC System" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- I. Special Electrical:
  - 1. Electrical Panel and Service:
    - a. Panel shall have neutral bus and ground bus and shall have space, as a minimum, for twenty-four 20-amp circuit breakers. All spare positions shall have 20-amp, 120 V circuit breakers.
    - b. Grounding conductor shall be the same size as the hot conductor, and the neutral conductor shall have twice the ampacity as the phase conductor.
    - c. For additional information, refer to the "Electrical: Specific" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
  - 2. Electrical Distribution: Installation of branch circuits will not be required.
- J. Telephone: Mount one 4'-0" wide x 8'-0" long x 3/4" thick fire-rated plywood sheet on designated wall of this room.
- K. Conduit: Refer to the "Specific Room Conduit" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- L. Other: No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.

##### **14.2 ROOM 89**

- A. Size: 200 SF
- B. Qty: 1
- C. Walls: Wall Type A5.
- D. Windows:
  - 1. The Lessor shall provide one 4'-0" wide x 3'-6" long pass-through window with locking hardware in the wall contiguous to Room 92 (to be depicted on the layout). Refer to the "Windows: Interior" paragraph in the GENERAL ARCHITECTURE section of this SFO.
  - 2. The Lessor shall provide one 4'-0" wide x 3'-6" long glass vision panel (to be depicted on the layout). Refer to the "Windows: Interior" paragraph in the GENERAL ARCHITECTURE section of this SFO.

##### **14.3 ROOM 90**

- A. Size: 150 SF
- B. Qty: 1
- C. Walls: Wall Type A1.
- D. Windows:
  - 1. The Lessor shall provide one 4'-0" wide x 3'-6" long pass-through window with locking hardware in the wall contiguous to Room 92 (to be depicted on the layout). Refer to the "Windows: Interior" paragraph in the GENERAL ARCHITECTURE section of this SFO.
  - 2. The Lessor shall provide one 4'-0" wide x 3'-6" long glass vision panel on the outer wall (to be depicted on layout). Refer to the "Windows: Interior" paragraph in the GENERAL ARCHITECTURE section of this SFO.
- E. Conduit: Refer to the "Specific Room Conduit" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.

##### **14.4 ROOM 91**

- A. Size: 400 SF
- B. Qty: 1
- C. Walls: Wall Type A1.

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**14.5 ROOM 92**

- A. Size: 200 SF
- B. Qty: 1
- C. Walls: Wall Type A5.
- D. Special Electrical: The Lessor shall provide 4 isolated **ESSENTIAL** 20-amp circuits. No more than 4 outlets shall be permitted per 20-amp circuit.
- E. Windows: The Lessor shall provide one 4'-0" wide x 3'-6" long glass vision panel (to be depicted on the layout). Refer to the "Windows: Interior" paragraph in the GENERAL ARCHITECTURE section of this SFO.
- F. Conduit: Refer to the "Specific Room Conduit" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.

**14.6 ROOM 93**

- A. Size: 450 SF
- B. Qty: 1
- C. Floor Finish: Conductive vinyl tile.
- D. Walls: Wall Type A1.
- E. Doors:
  - 1. Access Control: The Lessor shall install a flush-mounted box adjacent to the entrance door for an access control system. The FBI will provide the box. The Lessor shall provide and install the specified electric strike.
- F. Special Electrical:
  - 1. Electrical Panel and Service:
    - a. The Lessor shall provide separate circuit breakers for one 30-amp 2-pole and ten 20-amp circuits. These alternating current (AC) outlets shall be flush-mounted in the ceiling above the radio racks. Circuit breakers shall be located in the same room as the equipment.
    - b. No more than 4 outlets per 20-amp circuit shall be permitted.
    - c. A ground bus system shall be provided. The ground in Room 93 shall be electrically common with that provided in Room 94.
    - d. For additional information, refer to the "Electrical: Specific" paragraph of the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- G. Conduit: Refer to the "Specific Room Conduit" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- H. Other:
  - 1. Equipment racks shall be bolted to the floor by the FBI in this room.
  - 2. No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.

**14.7 ROOM 94**

- A. Size: 400 SF
- B. Qty: 1
- C. Location: The Lessor shall provide a dedicated room on the top floor of the building. Refer to the "Conduit Routing for Antennas" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- D. Floor Finish: Conductive vinyl tile.
- E. Walls: Wall Type A1. If this room is located outside of contiguous FBI space, the walls shall then be constructed in accordance with Wall Type A7.
- F. Special Electrical:
  - 1. Electrical Panel and Service:
    - a. A ground bus system shall be provided.
    - b. The Lessor shall provide separate circuit breakers for eight 20-amp circuits. Circuit breakers shall be evenly dispersed and located in the same room as the equipment.
    - c. For additional information, refer to the "Electrical: Specific" paragraph of the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- G. Conduit: Refer to the "Specific Room Conduit" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- H. Other:
  - 1. Equipment racks shall be bolted to the floor by the FBI in this room.
  - 2. No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.

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**14.8 ROOM 95**

- A. Size: 120 SF
- B. Qty: 1
- C. Location: This room shall be located as close as possible to the roof level, within 200 feet, 0 inches of the roof, and in close proximity to the 2-inch and 3-inch vertical conduit runs to the rooftop. Refer to the "Specific Room Conduit" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- D. Floor Finish: Conductive vinyl tile.
- E. Walls: Wall Type A1.
- G. Special Electrical:
  - 1. Two 220 V @ 30-amp power outlets, spaced at 2-foot, 0-inch intervals along the rear 10-foot, 0-inch wall. Four 120 V @ 20-amp duplex outlets, spaced equally around the room.
  - 2. A ground bus system shall be provided.
  - 3. For additional information, refer to the "Electrical: Specific" paragraph of the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- H. Conduit: Refer to the "Specific Room Conduit" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- I. Other: No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.

**14.9 ROOM 96**

- A. Size: 500 SF
- B. Qty: 1
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A1.
- E. Special HVAC:
  - 1. Temperature range shall be maintained at 55°F to 75°F.
  - 2. The Lessor shall provide a commercial grade thermometer with a remote alarm. The alarm shall sound in Room 91.
  - 3. For additional information, refer to the "Dedicated 24-Hour HVAC System" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- F. Special Electrical:
  - 1. Electrical Panel and Service:
    - a. The Lessor shall provide 6 isolated duplex outlets and two 208 V, 30-amp, isolated duplex outlets. Outlets shall have twist lock devices and #6 ground wires.
    - b. For additional information, refer to the "Electrical: Specific" paragraph of the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- G. Conduit: Refer to the "Specific Room Conduit" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- H. Other:
  - 1. No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.
  - 2. Plywood: A minimum of three 4'-0" wide x 8'-0" long x 3/4" thick sheets, wall-mounted, painted, fire rated, for punch block, shall be installed on all walls of the room.

**14.10 ROOM 97**

- A. Size: See the "Qty:" subparagraph.
- B. Qty: 4 @ 200 SF each
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A1.
- E. Special Electrical:
  - 1. One 208 V, 30-amp service separate from other service (per room). 208 V receptacle coverplate(s) **SHALL NOT** be installed until after copier(s) are delivered to space to ensure plugs are compatible.
  - 2. For additional information, refer to the "Electrical: Specific" paragraph of the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.

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**14.11 ROOM 98**

- A. Size: 1 @ 200 SF; 8 @ 100 SF each
  - 1. Dimensions: 10'-0" wide x 10'-0" deep (each)
- B. Qty: 8
- C. Floor Finish: Vinyl composition tile.
- D. Walls: Wall Type A4.
- E. Special Electrical:
  - 1. The Lessor shall provide 6 dedicated emergency quadruplex outlets in each closet.
  - 2. In multi-floor situations, closets designated as Room 98 shall be stacked. The Lessor shall provide each Room 98 with a minimum of two 4-inch diameter core-drills between floors. Core drills shall be vertically-aligned between floors. The Lessor shall provide one 3-inch conduit from each closet to the cable ladder, or the cable ladder may be T'd into this room instead.
- F. Other: No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.

**14.12 ROOM 99**

- A. Size: The total square footage of all rooms identified in this "Room 99" paragraph.
- B. Qty: 1
- C. Location:
  - 1. Room 99 shall be located in close proximity to a restroom facility unless a restroom is specified elsewhere in this package.
  - 2. Room 99A, Room 99B, Room 99C, and Room 99D must be collocated.
- D. Walls: Totally enclosed. Perimeter walls enclosing this entire area and the Room 99D walls shall be slab-to-slab, Wall Type A5. Subdividing walls between rooms shall be ceiling-high unless otherwise indicated on the design intent drawings. Rooms 300 square feet or larger must maintain minimum wall-to-wall dimensions of 15 feet, 0 inches.
- E. Conduit: Refer to the "Specific Room Conduit" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- F. ROOM 99A
  - 1. Size: 825 SF
  - 2. Qty: 1
  - 3. Floor Finish: Standard carpet.
  - 4. Doors: Classroom lockset with deadbolt lock.
  - 5. Special Electrical:
    - a. Electrical Panel and Service:
      - i. The Lessor shall provide 1 dedicated 20-amp circuit with 1 NEMA 5-20R quadruplex outlet, mounted at the end of a 10-foot, 0-inch flexible metal conduit cable for every 100 square feet or fraction of 100 square feet under the raised floor if raised flooring is to be provided.
      - ii. Duplex wall outlets shall be provided every 12 feet, 0 inches in all rooms. No more than 4 outlets per one 20-amp branch circuit shall be permitted.
    - b. For additional information, refer to the "Electrical: Specific" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
  - 6. Other: No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.
  - 7. Flooring: The Lessor shall provide 7-inch raised flooring. Refer to the "Raised Flooring" paragraph in the ARCHITECTURAL ELEMENTS AND FINISHES section of this SFO.
- G. ROOM 99B
  - 1. Size: 825 SF
  - 2. Qty: 1
  - 3. Floor Finish: Standard carpet.
  - 4. Doors: Classroom lockset with deadbolt lock.
  - 5. Special Electrical:
    - a. Electrical Panel and Service:
      - i. The Lessor shall provide 1 dedicated 20-amp circuit with 1 NEMA 5-20R quadruplex outlet, mounted at the end of a 10-foot, 0-inch flexible metal conduit cable for every 100 square feet or fraction of 100 square feet under the raised floor if raised flooring is to be provided.
      - ii. Duplex wall outlets shall be provided every 12 feet, 0 inches in all rooms. No more than 4 outlets per one 20-amp branch circuit shall be permitted.
    - b. For additional information, refer to the "Electrical: Specific" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
  - 6. Other: No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.

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7. Flooring: The Lessor shall provide 7-inch raised flooring. Refer to the "Raised Flooring" paragraph in the ARCHITECTURAL ELEMENTS AND FINISHES of this SFO.
- H. ROOM 99C
1. Size: 375 SF
  2. Qty: 2
  3. Flooring: The Lessor shall provide 7-inch raised flooring. Refer to the "Raised Flooring" paragraph in the ARCHITECTURAL ELEMENTS AND FINISHES section of this SFO.
  4. Floor Finish: Edged conductive tile.
  5. Doors: Classroom lockset with deadbolt lock.
  6. Special Electrical:
    - a. Electrical Panel and Service:
      - i. The Lessor shall provide 1 dedicated 20-amp circuit with 1 NEMA 5-20R quadruplex outlet, mounted at the end of a 10-foot, 0-inch flexible metal conduit cable for every 100 square feet or fraction of 100 square feet under the raised floor.
      - ii. Duplex wall outlets shall be provided every 12 feet, 0 inches in all rooms. No more than 4 outlets per one 20-amp branch circuit shall be permitted.
    - b. For additional information, refer to the "Electrical: Specific" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
  7. Other: No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.
- I. ROOM 99D
1. Size: 375 SF
  2. Qty: 1
  3. Floor Finish: Standard carpet.
  4. Doors: Classroom lockset with deadbolt lock.
  5. Special Electrical:
    - a. Electrical Panel and Service:
      - i. The Lessor shall provide 1 dedicated 20-amp circuit with 1 NEMA 5-20R quadruplex outlet, mounted at the end of a 10-foot, 0-inch flexible metal conduit cable for every 100 square feet or fraction of 100 square feet under the raised floor if raised flooring is to be provided.
      - ii. Duplex wall outlets shall be provided every 12 feet, 0 inches in all rooms. No more than 4 outlets per one 20-amp branch circuit shall be permitted.
    - b. For additional information, refer to the "Electrical: Specific" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
  6. Two entrances shall be provided into this room, one allowing access from secure FBI space, the other from public access space.
  7. Other: No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.
  8. Flooring: The Lessor shall provide 7-inch raised flooring. Refer to the "Raised Flooring" paragraph in the ARCHITECTURAL ELEMENTS AND FINISHES section of this SFO.
- J. ROOM 99E
1. Size: 500 SF
  2. Qty: 1
  3. Floor Finish: Vinyl composition tile.
  4. Walls: Wall Type A1.
  5. Doors: Classroom lockset with deadbolt lock.
  6. Other: No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.
    - a. The Lessor shall provide 1 stainless steel sink with hot and cold running water fully installed with all appropriate supply, waste, and vent lines, provided to a single-lever fixture. The sink shall be installed at one end of the countertop.
    - b. The Lessor shall provide an eyewash meeting the ANSI Z-358.1 1981 standard. The eyewash shall be connected to cold water only and shall be equipped with a lid.
  8. Millwork:
    - a. The Lessor shall provide a plastic laminate counter, base and upper cabinet work. Refer to the "Special: Typical Wall Cabinet Detail" diagram, the "Special: Typical Base Cabinet Detail" diagram, and the "Special: Room 99 Workroom Millwork" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
- K. ROOM 99F
1. Size: 700 SF
  2. Qty: 1
  3. Walls: Wall Type A1.
  4. Doors: Classroom lockset with deadbolt lock.
- L. ROOM 99G
1. Size: 1,000 SF
  2. Qty: 1
  3. Floor Finish: Vinyl composition tile.
  4. Walls: Wall Type A1.



5. Doors: Removable pin hinge on inside; storeroom lockset with deadbolt lock.
  6. Other: No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.
1. Size: 3,000 SF
  2. Qty: 1
  4. Walls: Wall Type A1.
  5. Doors: Classroom lockset.

#### 14.13 ROOM 100

- A. Size: 450 SF
- B. Qty: 1
- C. Floor Finish: Conductive vinyl tile.
- D. Walls: Wall Type A6.
  1. **ROOM** construction shall meet a sound attenuation level of 45 STC.
  2. If the building is not a single-tenant facility, the walls shall be reinforced, slab to slab, with 9-gauge expanded metal.
- E. Ceiling height: 9 feet, 0 inches minimum, from raised floor surface.
- F. Doors:
  1. Entrance door: 3'-0" wide x 7'-0" long door.
  2. Door Hardware: All doors shall have storeroom lockset pneumatic door closers, tamper-proof hinge pins, automatic door bottoms, and an acoustical gasket around doors to meet 45 STC. Double leaf doors shall have an astragal strip. Unused leaves shall have deadbolt locks top and bottom. The FBI will provide and install an X-07 lock on this door.
  3. Secondary exit door (where required): This door shall be used for emergency exit only. The Lessor shall provide panic hardware on inside of the door. No hardware shall be provided on the exterior face of the door.
  4. Access Control: The Lessor shall install a flush-mounted box adjacent to the entrance door for an access control system. The FBI will provide the box. The Lessor shall provide and install the specified electric strike.
- G. Windows: If a window location cannot be avoided, windows shall be permanently sealed and frosted. If located on ground level, the Lessor shall provide bars on the windows, and alarms will be provided and installed by the Government.
- H. Special HVAC:
  1. 24-Hour HVAC system, dedicated solely for Room 100. This room requires **REDUNDANT AIR CONDITIONING**.
  2. Units shall be located outside of Room 100.
  3. For additional information, refer to the "Dedicated 24-Hour HVAC System" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
- I. Special Electrical:
  1. Electrical Panel and Service:
    - a. The Lessor shall provide 20-amp single-pole circuit breakers for 24 spaces. The Lessor shall provide 2-inch ferrous conduit with ferrous compression type fittings from the electrical closet to Room 100 electrical panel.
    - b. No electrical outlets, conduits, or wiring shall be installed on the **INSIDE** or **OUTSIDE** of Room 100 walls with the exception of the mounting boxes for the access control system which are to be flush-mounted in the exterior wall of Room 100, or unless otherwise specified in this section.
    - c. Note: For all specifications in Room 100 where surface-mounting and isolation of conduits, receptacle boxes, light switches, thermostats, etc., are called for, specific installation shall be followed. Refer to the "Electrical: Electrical Panel Details for Room 100 and Room 101" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
      - i. All panels, conduits, etc., shall be surface-mounted and electrically-isolated on the interior side of the room walls.
      - ii. Conduit **SHALL NOT** be used as a circuit ground.
      - iii. In Room 100, all conduits, switch boxes shall be of ferrous metal. Only steel compression type connectors and couplings shall be used.
    - d. For additional information, refer to the "Electrical: Specific" paragraph in the MECHANICAL, ELECTRICAL, TELECOMMUNICATIONS, PLUMBING section of this SFO.
    - e. Installation: Refer to the "Electrical: Conduit Di-Electric Break" diagram, the "Electrical: Electrical Panel Details for Room 100 and Room 101" diagram, the "Electrical: Isolated Conduit Hanger" diagram, and the "Electrical: Red and Black Signal Ground Box" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.
- J. Lighting:
  1. One 3-wire circuit in EMT from **RP-CR** shall be provided by the **LESSOR'S GENERAL CONTRACTOR** to feed the lights in Room 100. **THE FBI WILL HAVE ALL OTHER BRANCH CIRCUITS INSTALLED BY OTHERS.** Feeder shall be minimum three #2 THWN and one #6 ground (GND) copper derived from the **ESSENTIAL** power distribution system.
- K. Other:
  1. Paging System: Speakers, wires, or any other devices associated with a paging system **SHALL NOT** enter or be installed within Room 100.
  2. Thermostats: Thermostats and associated wiring located in Room 100 shall be surface-mounted and isolated from the wall.
  3. No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.

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**14.14 ROOM 101**

A. Size: 1 @ 200; 1 @ 300 SF

B. Qty: 1

C. Special: This room shall be constructed identically to Room 100, except for the below requirements:

D. Special HVAC: Unit shall be located outside of Room 101.

E. Special Electrical:

1. Electrical Panel and Service:

a. The Lessor shall provide 20-amp single-pole circuit breakers for 24 spaces. The Lessor shall provide 2-inch ferrous conduit with ferrous compression type fittings from the electrical closet to the Room 101 electrical panel.

b. No electrical outlets, conduits, or wiring shall be installed on the INSIDE or OUTSIDE of Room 101 walls with the exception of the mounting boxes for the access control system which are to be flush-mounted in the exterior wall of Room 100 and Room 101, or unless otherwise specified in this section.

c. Note: For all specifications in Room 101 where surface-mounting and isolation of conduits, receptacle boxes, light switches, thermostats, etc., are called for, specific installation shall be followed. Refer to the "Electrical: Electrical Panel Details for Room 100 and Room 101" diagram in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

i. All panels, conduits, etc., shall be surface-mounted and electrically-isolated on the interior side of the room walls.

ii. Conduit **SHALL NOT** be used as a circuit ground.

iii. In Room 101, all conduits, switch boxes shall be of ferrous metal. Only steel compression type connectors and couplings shall be used.

F. Lighting:

1. One 3-wire circuit in EMT from RP-SC shall be provided by the LESSOR'S GENERAL CONTRACTOR to feed the lights in Room 101. **THE FBI WILL HAVE ALL OTHER BRANCH CIRCUITS INSTALLED BY OTHERS.** Feeder shall be minimum three #2 THWN and one #6 GND copper derived from the **ESSENTIAL** power distribution system.

G. Other:

1. Paging System: Speakers, wires, or any other devices associated with a paging system **SHALL NOT** enter or be installed within Room 101.

2. Thermostats: Thermostats and associated wiring located in Room 101 shall be surface-mounted and isolated from the wall.

**14.15 ROOM 102**

A. Size: 150 SF

B. Qty: 1

C. Floor Finish: The Lessor shall provide 7-inch raised flooring with conductive vinyl tile laminate finish. Refer to the "Raised Flooring" paragraph in the ARCHITECTURAL ELEMENTS AND FINISHES section of this SFO.

D. Walls: Wall Type A4.

E. Special Electrical:

1. The Lessor shall provide 6 dedicated essential circuits with NEMA L5-30R terminations with 4 foot flex whips under the raised floor.

F. Other: No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.

**14.16 ROOM 103**

A. Size: 300 SF

B. Qty: 1

C. Location: Adjacent exterior access shall be suitable for exhaust, and ventilation shall be provided. Room shall not be accessible to the general public. The FBI shall have access 24 hours per day, 365 days per year.

D. Floor Finish: 4-inch high concrete equipment pad; can be unfinished.

E. Structural: Heavy-duty to hold a generator.

F. Walls: Totally enclosed, concrete masonry unit (CMU) wall construction slab-to-slab.

G. Special HVAC: Exhaust and ventilation louvers, combustion ventilation, and exhaust air for emergency generator.

H. Other: No sprinkler system shall be located in this room. If sprinklers must be used, then the Lessor shall provide high temperature sprinkler heads. Refer to the "Sprinkler System" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.

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## **15.0 SPECIFIC ROOM REQUIREMENTS – G**

### **15.1 ROOM 104**

- A. Size: The total square footage of Room 104A, Room 104B, and Room 104C.
- B. Qty: 1
- C. Walls: Totally enclosed, to be divided as follows:
- D. ROOM 104A
  - 1. Size: 250 SF
  - 2. Qty: 1
  - 3. Location: Directly off the main lobby.
  - 4. Walls: Wall Type A1.
- E. ROOM 104B
  - 1. Size: 100 SF
  - 2. Qty: 1
  - 3. Location: Directly off the main lobby.
  - 4. Floor Finish: Vinyl composition tile.
  - 5. Walls: Wall Type A1.
- F. ROOM 104C
  - 1. Size: 50 SF
  - 2. Qty: 1
  - 3. Floor Finish: 4" wide x 4" long non-skid ceramic tile.
  - 4. Walls: Wall Type A1.
  - 5. Plumbing:
    - a. The Lessor shall provide a standard wall-mounted stainless steel sink with hot and cold running water, fully installed with all appropriate supply, waste, and vent lines, provided to a single-lever faucet.
    - b. The Lessor shall provide 1 commode fully installed with all appropriate supply, waste, and vent lines.
    - c. The Lessor shall provide a floor drain with a self-priming trap.
  - 6. Millwork: The Lessor shall provide 1 base cabinet underneath sink and 1 mirror above sink.
  - 7. Other: The Lessor shall provide 1 soap dispenser, 1 paper towel dispenser, and 1 toilet paper dispenser.

### **15.2 GUARD BOOTH**

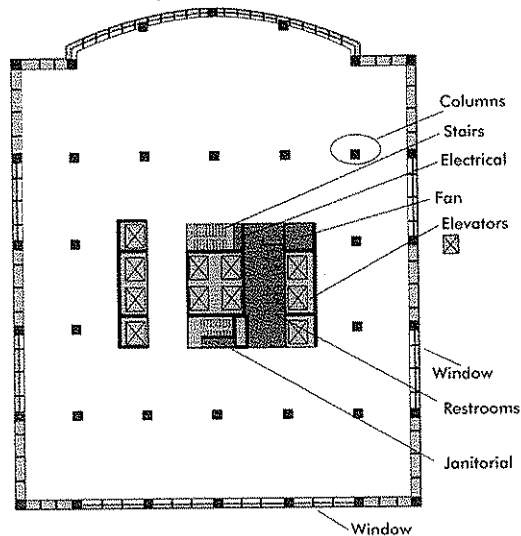
- A. Size: 86 SF
  - 1. Dimensions: 7'-6" wide x 11'-6" deep
- B. Qty: 1
- C. Location: The guard booth shall be a free-standing building located at the perimeter entrance, to be determined at the time of layout.
- D. Walls: Wall Type A1. 36-inch high glazings on 3 sides, an exterior half-lite door on the fourth side, and an 8-inch roof overhang.
- E. Ceiling height: 8 feet, 0 inches minimum.
- F. Door Hardware: Hinges, closer, and storeroom lockset for security, UL 752, Level III, SPSA.
- G. Ballistics Requirements: The guard booth construction shall meet UL 752 bullet resistant Level III (44 magnum handgun).
- H. Glazing: Nominal 1-1/4-inch thick glass clad polycarbonate, UL 752, Level III, SPSA.
- I. Window Tinting: Shall be provided. The percentage of tinting shall be approved by the Contracting Officer.
- J. Insulation: Door and walls insulated to R-value of 15; floor and ceiling insulated to R-value of 28.
- K. Exterior finish: Shall match or complement appearance of main building.
- L. Interior finish: Interior shall be drywall below bullet-resistant windows and shall have a rubber tile floor, acoustical ceiling tile, and stainless steel counter at the end of the booth with a sliding drawer under the counter.
- M. Mechanical/Electrical:
  - 1. All equipment shall be fully installed and prewired to load center.
  - 2. Roof-mounted air conditioner, minimum 13,500 BTUH with piped condensate drain to below ground level.
  - 3. Wall-mounted heater, 4,000-W.
  - 4. Exhaust fan with protected duct to roof eave.
  - 5. One interior and 4 exterior fluorescent light fixtures.
  - 6. Two interior duplex wall electrical outlets.
  - 7. Intercom with exterior horn speaker.
  - 8. 100-amp load center.

(b) (6)

16.0 DIAGRAMS AND SPECIFICATIONS

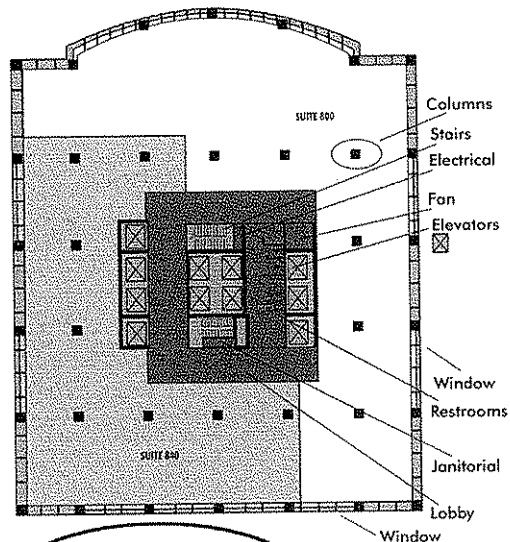
16.1 GSA SPACE MEASUREMENT GUIDELINES

**GSA Space Measurement Guidelines**  
Sample Single-Tenant Floor



$$\frac{\begin{matrix} * \text{ Office Area} \\ + \text{ Floor Common Area} \end{matrix}}{\text{Rentable Area}}$$

**GSA Space Measurement Guidelines**  
Sample Multi-Tenant Floor

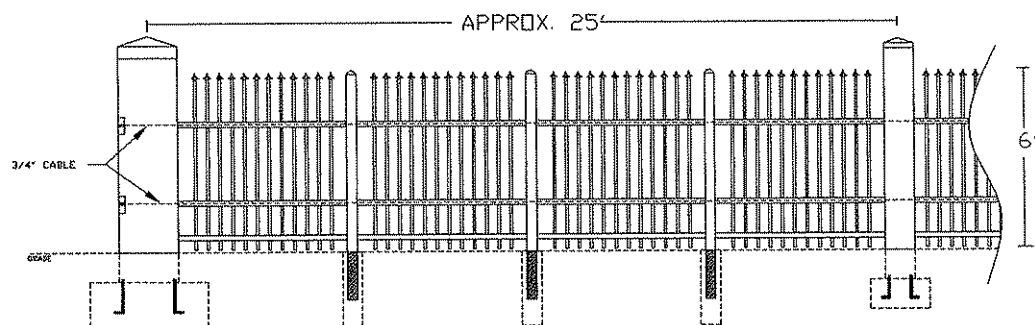


$$\frac{\begin{matrix} * \text{ Office Area Share} \\ + \text{ Floor Common Area Share} \end{matrix}}{\text{Rentable Area}}$$

Floor Common Area Share is computed by applying the same percentage of Office Area Share

(b) (6)

16.2 SECURITY: CONCEPTUAL FENCE DETAIL - I



8/18/99

SECURITY: CONCEPTUAL FENCE DETAIL - I

(b) (6)

SFO NO. 2TX0254  
11/24/04

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INITIALS

LESSOR

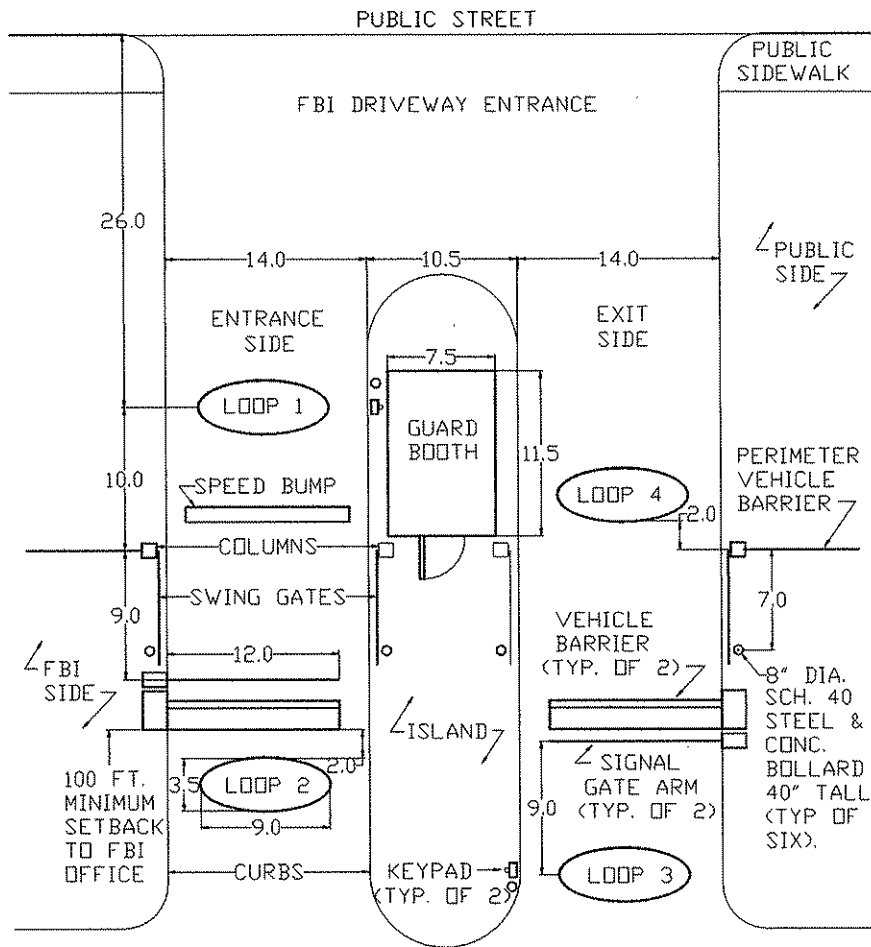
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16.3 SECURITY: CONCEPTUAL FENCE DETAIL - II

- A. The Lessor shall provide a vehicle-resistant tubular steel ornamental fence. The fence shall consist of reinforced precast bollards, 6 feet, 0 inch tall fence panels, intermediate fence posts, and two 3/4-inch cables.
- B. FENCE PANELS: Fence panels shall consist of 1-inch hollow tube pickets with an ornament finial or spear tip and horizontal rails of 2-inch tubular steel. Pickets shall be located on the public side of the fence, and rails shall be placed on the secure side. The rails shall intersect the midpoint of the width of all posts and bollards. The panels shall be approximately 6 feet, 0 inches tall and 6 feet, 0 inches long.
- C. INTERMEDIATE FENCE POSTS: Intermediate fence posts shall be 4 inches square and shall be located between fence panels. Fence posts shall be structural grade tubing, ASTM A 500, 45,000 pounds per square inch (psi) tensile strength with a hot dipped galvanized coating. Each fence post shall be provided with a post cap. Posts shall be set in to 3,000 psi concrete.
- D. BOLLARDS: Bollards shall be 12 inches square, 7 feet, 0 inches high (above finished grade), and shall be located approximately 25 feet, 0 inches on center (O.C.). Bollards shall be steel reinforced precast concrete. At any change in fence direction, or splice in the cables, the bollard shall be 24 inches square. Corner or end bollards shall contain pockets to conceal cable terminations and strain relieving plates and washers. Bollards shall be attached to concrete footings by 4 threaded anchor bolts that have been cast in the footing. Footings shall be designed for local soil and climatic conditions, but they shall not be less than 3 times the area of the bollard and at least 20 inches thick.
- E. VEHICLE RESTRAINT CABLE: Vehicle restraint cable shall be 3/4" - 6 x 19 galvanized steel wire rope with minimum breaking strength of 46,000 pounds. Terminations and splices shall be made with fittings that have the full breaking strength rating of the cable. The cable system shall be completely concealed inside bollards, posts, and horizontal rails. The cables shall pass through the center of each bollard and post. The cables shall be installed approximately 20 inches and 50 inches above grade. The cable shall be installed in continuous lengths of not less than 150 feet, 0 inches.
- F. GATES: The Lessor shall provide motorized swinging or sliding gates at both vehicle entrances. Gates do not have to be vehicle-resistant. Gates should match the appearance of the fence. The Lessor shall coordinate the operation of the gates with the vehicle barrier system. Heavy duty, high duty cycle gate operators shall be provided. Two pedestrian gates shall be provided. One shall be located next to a vehicle entrance. The other may be located by the FBI at any other location in the fence. Pedestrian gates shall be provided with electric locks or strikes.
- G. FINISHES: All metal surfaces shall be sealed with corrosion-resistant polyester or epoxy powder coating system with a uniformly painted color coat resistant to chipping, scratching, fading, and wearing.

(b) (6)



FBI TYPICAL VEHICLE ENTRANCE PLAN  
ALL DIMENSIONS IN FEET UNLESS NOTED OTHERWISE. NOT TO SCALE.

(b) (6)

16.5 SECURITY: FBI TYPICAL VEHICLE ENTRANCE PLAN - II

A. TYPICAL VEHICLE ENTRANCE SEQUENCE OF OPERATIONS:

1. The typical FBI building site has a principal employee vehicle entrance/exit with a guard booth and a secondary delivery entrance/exit without a guard booth. Each entrance/exit is protected by hydraulic vehicle barriers. This usually requires four (4) – ten- to twelve-foot wide vehicle barriers. Some entrances may have a fence gate in addition to the vehicle barriers for twelve- to fourteen-foot wide driveways. The swinging or rolling fence gates must operate in unison with the vehicle barriers. A speed bump shall be provided as shown on the "Security: Vehicle Barricade System I" diagram. The vehicle barrier mechanic housings shall be recessed into the sidewalks.
2. *Principal Entrance and Employee Exit.*
  - a. Normal Mode:
    - i. A vehicle approaches the employee entrance or employee exit which has the vehicle barrier in the up (no vehicles can pass) position with no guard present in the guard booth.
    - ii. The vehicle pulls up to the FBI provided access control key pad as well as over a vehicle detection loop (arming loop) that is imbedded in the driveway right beside the keypad.
    - iii. The driver enters a code. Upon validation, the FBI access control system sends a voltage signal to the gate and barrier control system, because additionally, the arming loop has acknowledged that there is a vehicle present, the gate and vehicle barrier open.
    - iv. After the vehicle barrier has lowered, the car drives over the vehicle barrier. As the car proceeds past the vehicle barrier, it then passes over another (second) vehicle detection loop behind the vehicle barrier. Once the vehicle is through the entrance and the second vehicle detection loop no longer detects a vehicle's presence, the vehicle barrier will rise immediately. Note: there is no safety loop on the public side of the barrier.
  - b. Special Mode:
    - i. During rush hour with a guard present, the fence gate will be held in the open position and the barrier will be controlled by push buttons from inside the booth. This overrides the keypad and loop operation of the barriers and gates.
    - ii. The operation of the gate and barrier may always be overridden by a remote master control panel mounted in Room 91 inside the office.
3. *Secondary Entrance.* This entrance operates in the same manner as the principal entrance in normal mode only. It also may always be overridden by a remote master control panel mounted in Room 91 inside the office.

B. VEHICLE BARRIER OPTIONS TO BE PROVIDED:

1. Master control panel (in Room 91) with annunciator, reset, all needed wiring, with slave panel and Hirsch control override. Master panel to handle as many barriers as provided by the Lessor. Push button controls for up and down barrier positions. Push buttons and indicator lights shall show status of the barriers.
2. Slave control panel (in Guard Booth) with annunciator, reset, all needed wiring, with Hirsch control override. Slave panel to handle as many barriers as provided by the Lessor. Push button controls for up and down barrier positions. Push buttons and indicator lights shall show status of the barriers.
3. Stop/go signal arms in front of barriers (one per barrier). Refer to the Security: FBI Typical Vehicle Entrance Diagram I for proper gate arm placement.
4. Vehicle barrier auxiliary limit switch (one per barrier).
5. In-driveway, vehicle presence detectors (two loops per barrier).
6. Hydraulic power units (HPU) sufficient to move all barriers with all associated hoses, wiring and electrical disconnects.
7. Emergency hydraulics hand pump, manual operating system (one per hydraulic power unit).
8. Manual method to lower/raise the barrier without any hydraulics.
9. Vehicle detector loop sensors shall be protected against electronic pulses received during generator startup.
10. Emergency fast up operation. One second to raise.
11. Hydraulic oil reservoir heater unit for each HPU.
12. Snow melting, heat tape on each barrier drive surface.

C. BARRIER MAINTENANCE AND REPAIR RESPONSIBILITIES:

1. The Lessor shall be responsible for all maintenance and repair, to include costs, of all vehicle barriers on a timely basis. If necessary the Lessor may be required to subcontract work to the vehicle barrier manufacturer or a local repair group.

2. The above subcontractors must be able to respond to the site and repair the unit(s) within 24 hours of a request, barring unusual circumstances where a large part may have to be ordered.
3. If a local repair group is selected by the Lessor, the experience level of that particular group shall be reviewed by the FBI to determine if they can handle the work. A minimum of 5 years of applicable experience will be required.
4. If selected, the local repair group shall keep a stock on the shelf of parts known to fail. Repair kits shall be maintained in stock if provided by the manufacturer.
5. Maintenance on the barriers shall be performed on a routine basis per the manufacturer's instructions.
6. Security clearances shall be required of the subcontractor(s) prior to their arrival on site to perform either repair and/or maintenance work on the barriers.
7. A minimum of one week's notice shall be provided to the FBI and the Lessor in advance of any planned maintenance.
8. The Lessor's maintenance group shall provide the FBI a yearly maintenance schedule showing dates and durations of work.

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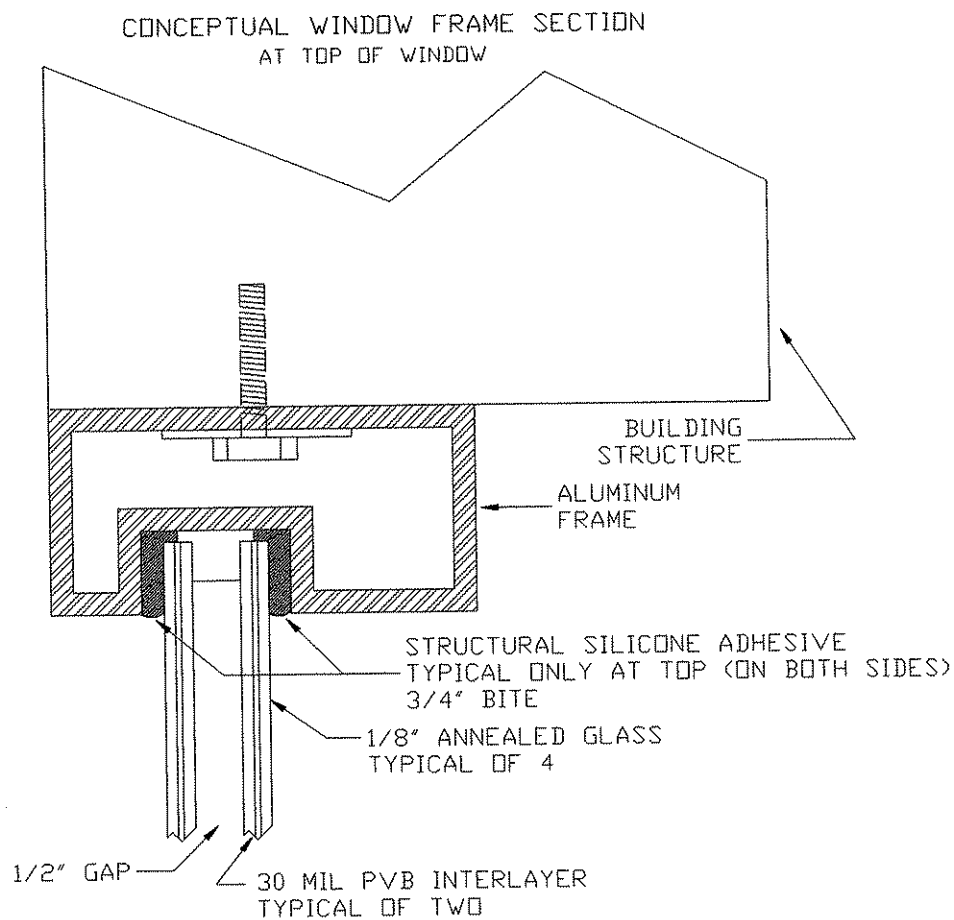
INITIALS

(b) (6)

LESSOR

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16.6 SECURITY: LAMINATED GLASS WINDOW  
TO BE USED ONLY WITH NEW CONSTRUCTION



REV. 03-14-00

SECURITY: LAMINATED GLASS WINDOW

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11/24/04

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INITIALS

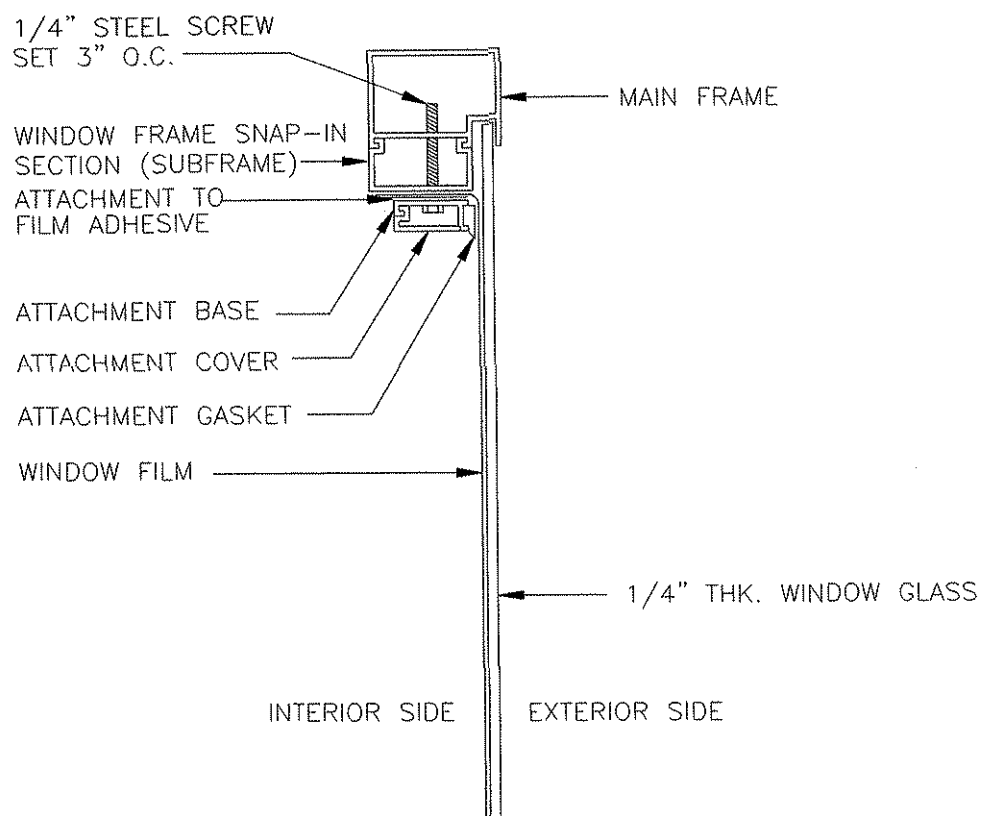
LESSOR

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16.7 SECURITY: FRAME-ATTACHED WINDOW FILM  
TO BE USED ONLY WITH EXISTING BUILDINGS



REV. 8/21/98

SECURITY: FRAME ATTACHED WINDOW FILM

SFO NO. 2TX0254  
11/24/04

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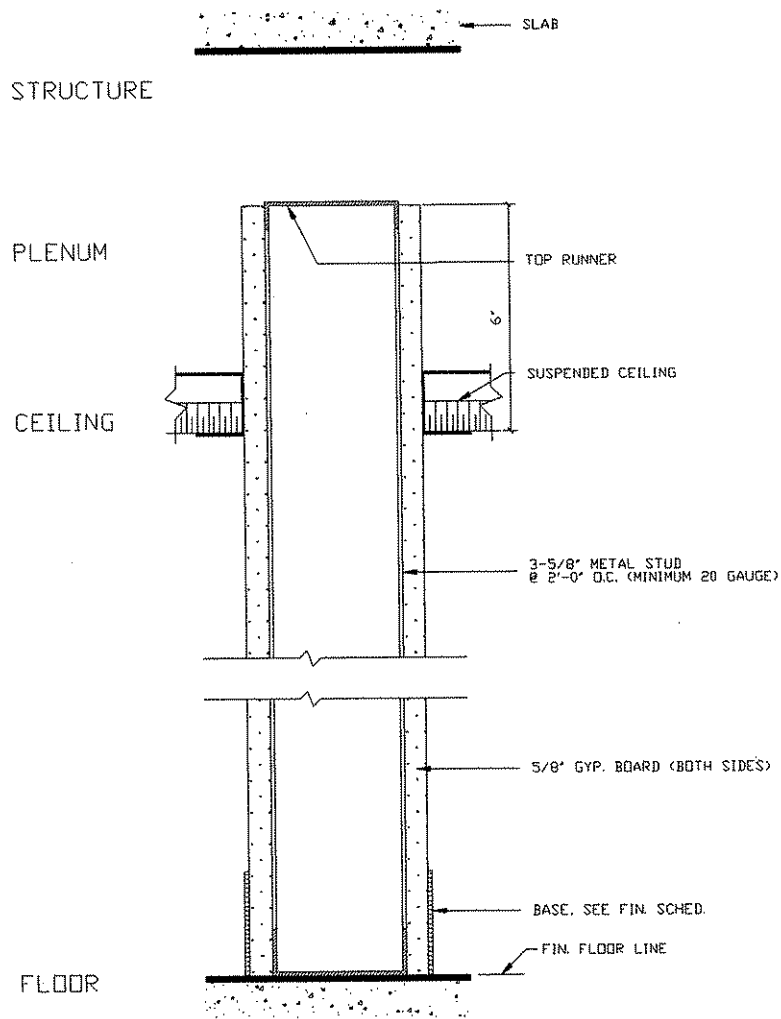
INITIALS

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(b) (6)

16.8 WALL A1: CEILING-HIGH PARTITION



REV. 3-22-00

WALL A1: CEILING-HIGH PARTITION

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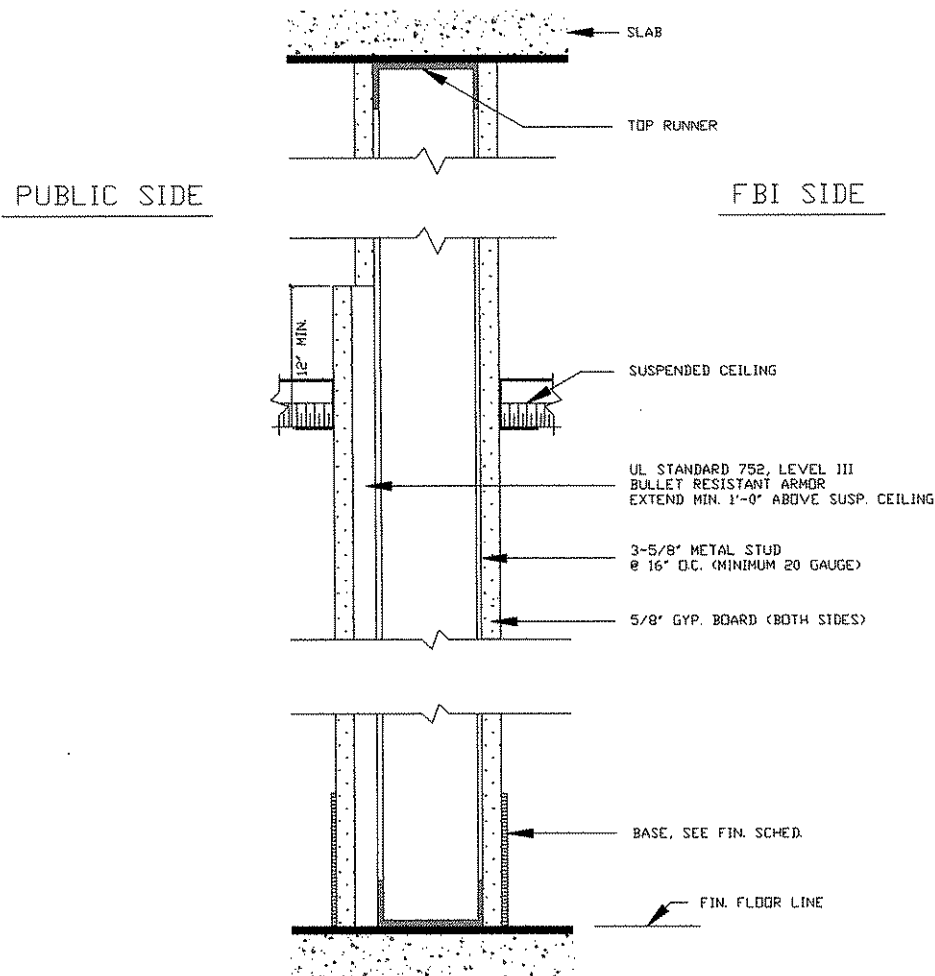
114

INITIALS

LESSOR

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16.9 WALL A2: BULLET-RESISTANT PARTITION



REV. 3-14-00

WALL A2: BULLET-RESISTANT PARTITION

(b) (6)

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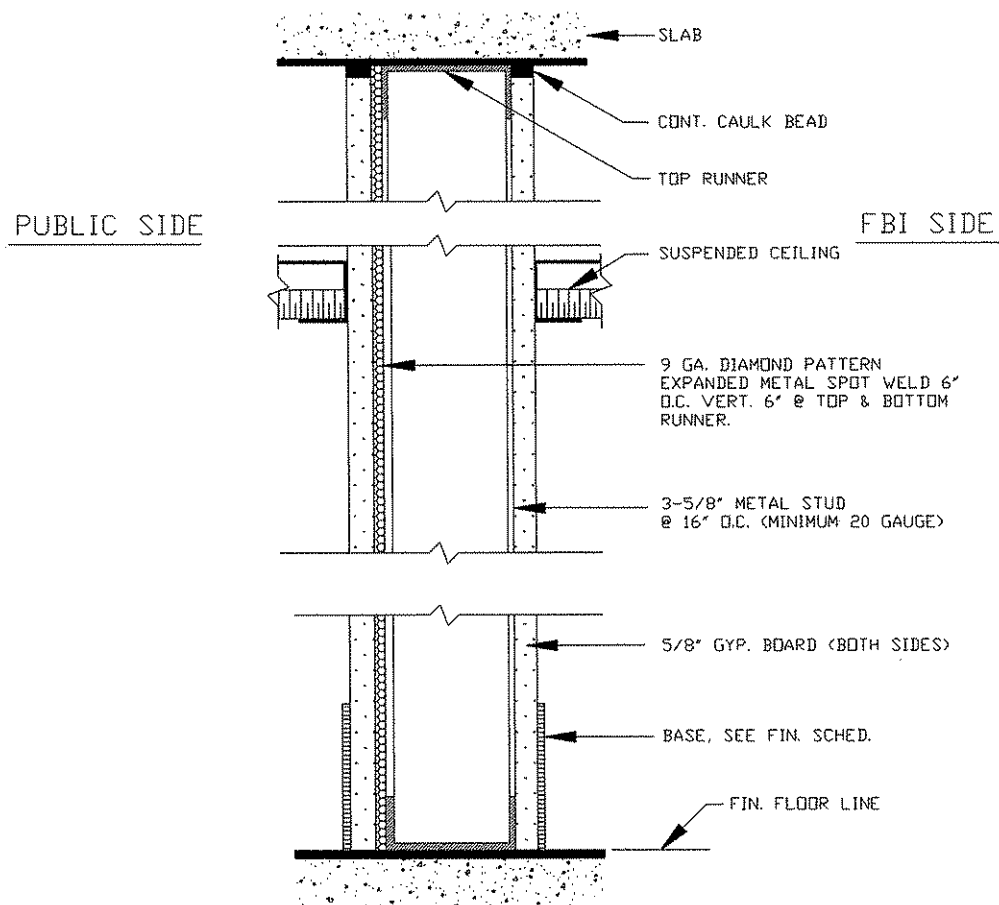
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INITIALS

LESSOR

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16.10 WALL A3: SECURED STORAGE PARTITION



REV. 3-14-00

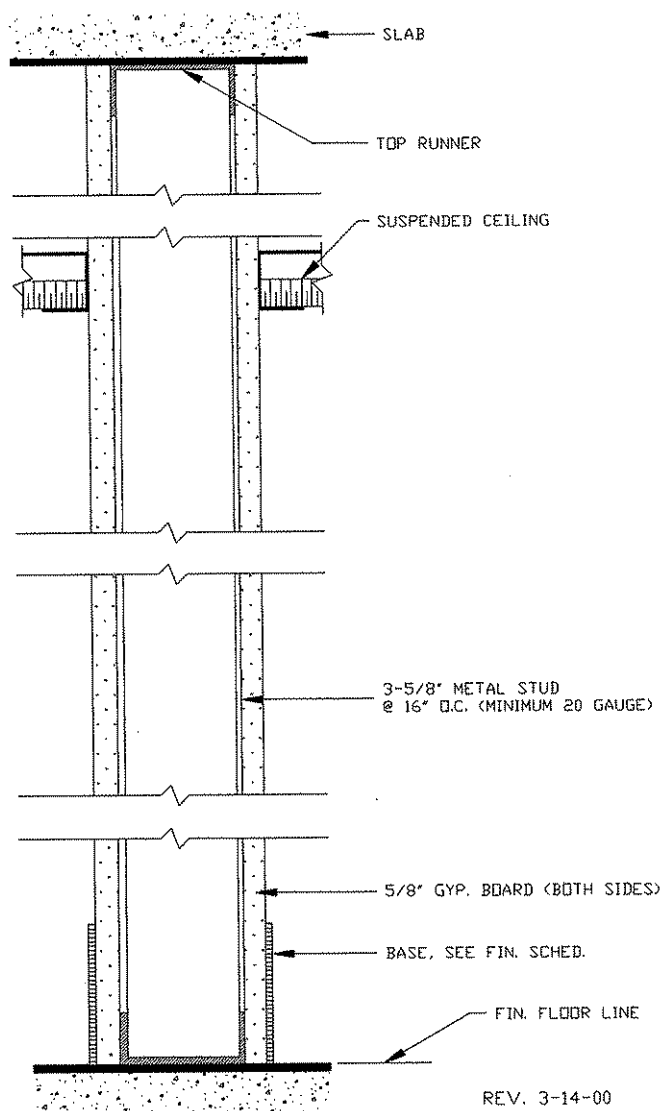
WALL A3: SECURED STORAGE PARTITION

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SFO NO. 2TX0254  
11/24/04

INITIALS  
LESSOR GOVT

16.11 WALL A4: SLAB-TO-SLAB PARTITION



WALL A4: SLAB-TO-SLAB PARTITION

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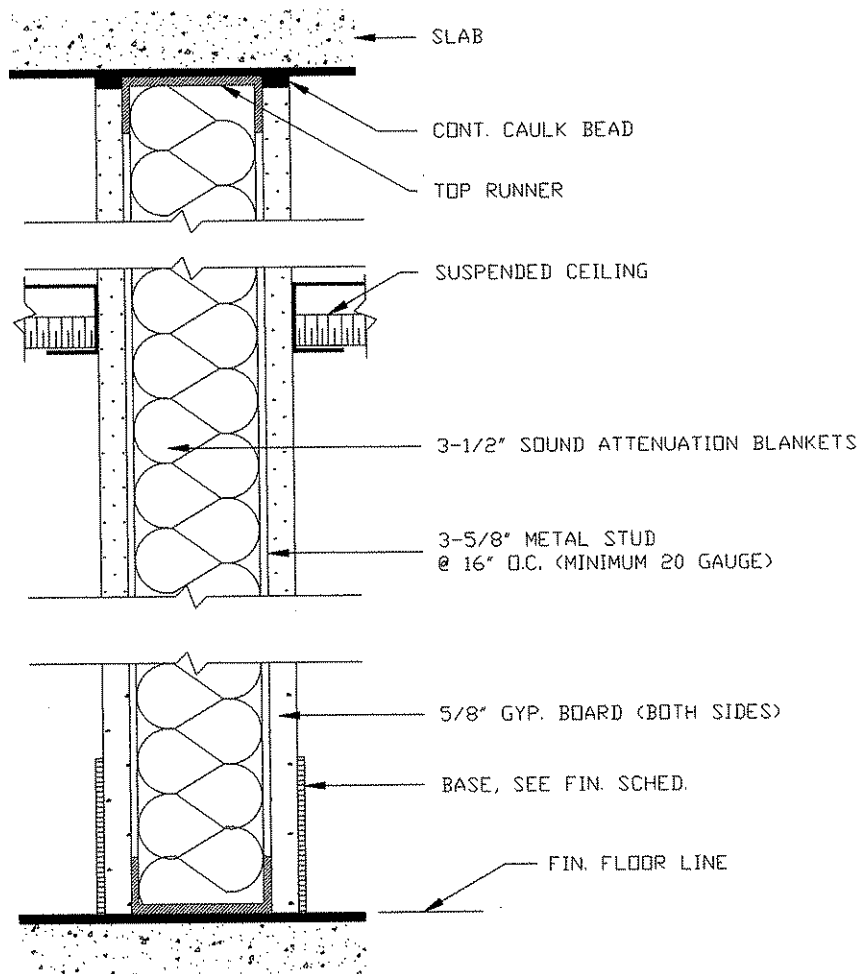
INITIALS

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16.12 WALL A5: ACOUSTICALLY-TREATED PARTITION



REV. 3-14-00

WALL A5: ACOUSTICALLY-TREATED PARTITION

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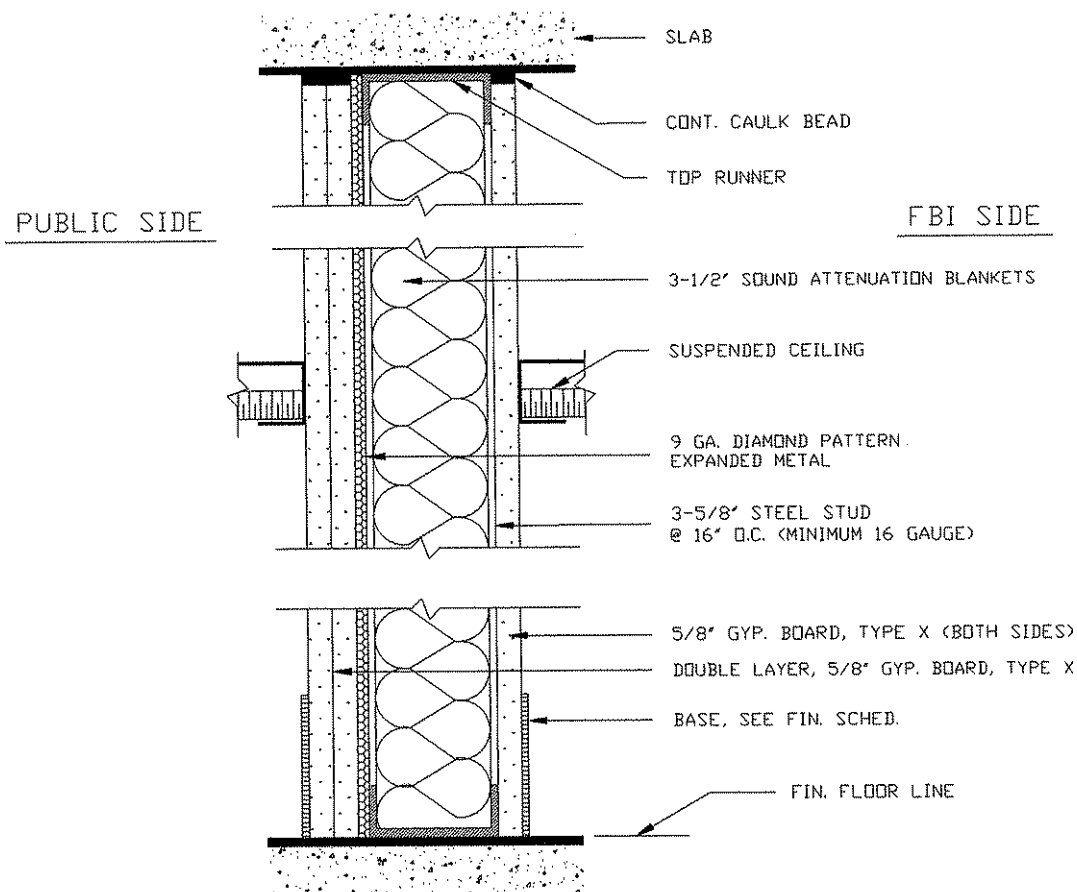
INITIALS

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16.13 WALL A6: STC-45 RATED WALL PARTITION - I



REV. 11-30-01

WALL A6: STC-45 RATED WALL PARTITION - I

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**16.14 WALL A6: STC-45 RATED WALL PARTITION - II**

- A. All conduit and pipe penetrations shall be sealed.
- B. Conduit and pipe penetrations for Room 100 (and Room 101 where applicable) and Room 102 shall be sealed and shall have a di-electric break inside the room.
- C. All ductwork penetrations shall be sealed completely and shall have a STC-45 rated sound attenuator located inside the room
- D. Ductwork penetrations for Room 100 (and Room 101 where applicable) and Room 102 shall have a di-electric break located inside the room and a 12" wide x 12" high access panel located in the bottom of the sheet metal duct connected to the di-electric break inside the room.
- E. Partition shall be caulked continuously wherever it abuts another element (e.g., wall, column, mullion, duct, etc.).
- F. Expanded metal shall be deleted for a single tenant building where the SCIF is not located on a ground floor. Expanded metal shall be welded to studs every 6 inches.
- G. Stagger drywall joints 16 inches off center.

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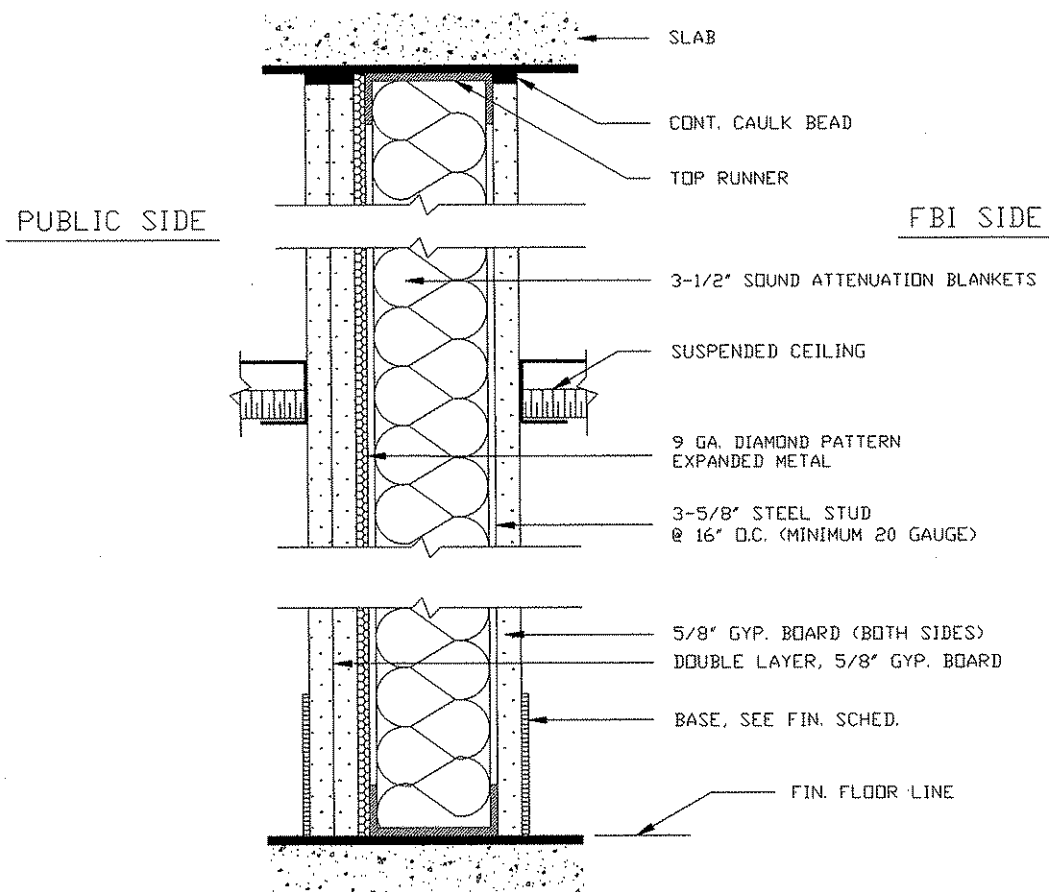
120

INITIALS

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(b) (6)



REV. 3-14-00

WALL A7: PERIMETER WALL PARTITION - I

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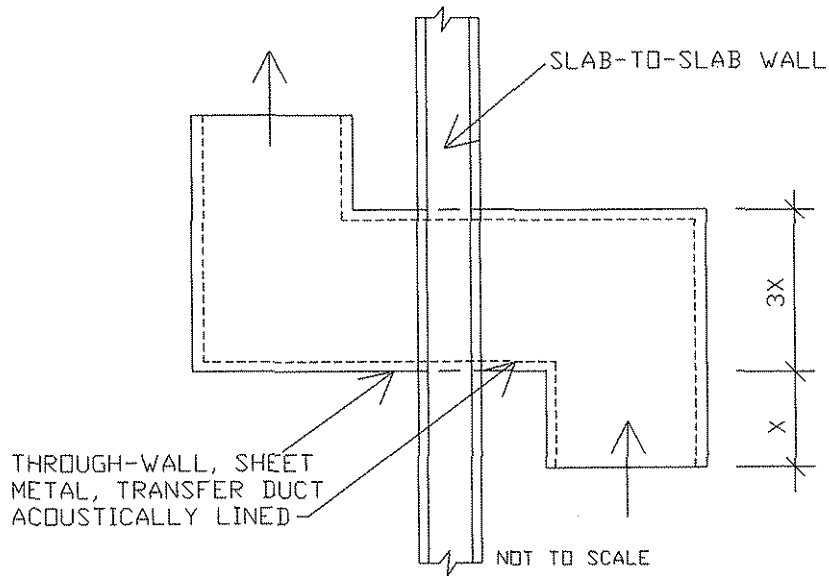
**16.16 WALL A7: PERIMETER WALL PARTITION - II**

- A. All conduit and pipe penetrations shall be sealed.
- B. Use "Z" transfer ducts for plenum return between tenant demising walls.
- C. Ductwork penetrations larger than 96 square inches shall have man-bars and a 12" wide x 12" high access door in the bottom of the duct inside FBI space.
- D. Partition shall be caulked continuously wherever it abuts another element (e.g., wall, column, mullion, duct, etc.).
- E. Expanded metal shall be located within partition closest to adjacent tenant side or corridor side of partition.

(b) (6)



16.17 WALL C: TRANSFER DUCT



TRANSFER DUCTS IN TYPE 5 AND 7 WALLS WHERE REQUIRED TO MAINTAIN HVAC RETURN AIR PLENUM.

LOCATION, DIMENSIONS, AND QUANTITY OF THESE TRANSFER DUCTS TO BE DETERMINED BY RETURN AIR CFM REQUIREMENTS

REV. 7-6-96

WALL C: TRANSFER DUCT

SFO NO. 2TX0254  
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123

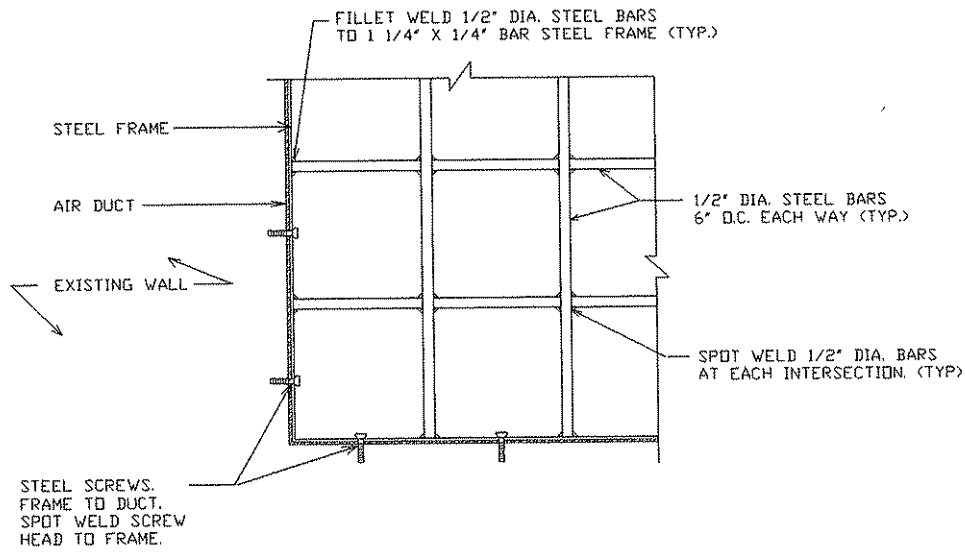
INITIALS

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(b) (6)

16.18 WALL D: MANBAR BARRIER



NOTE:  
MANBARS SHALL BE REQUIRED FOR ANY  
PENETRATION LARGER THAN 96 SQ.IN OF ANY  
PERIMETER WALLS, GUN VAULTS, AND EVIDENCE ROOMS.

NOT TO SCALE  
REV. 3-30-95

WALL D: MANBAR BARRIER

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INITIALS

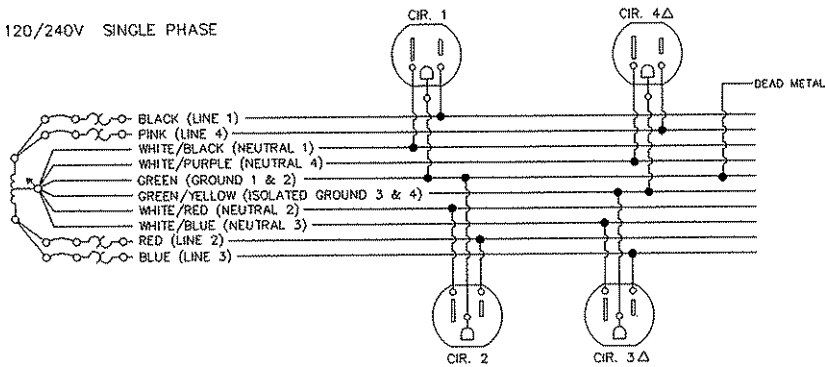
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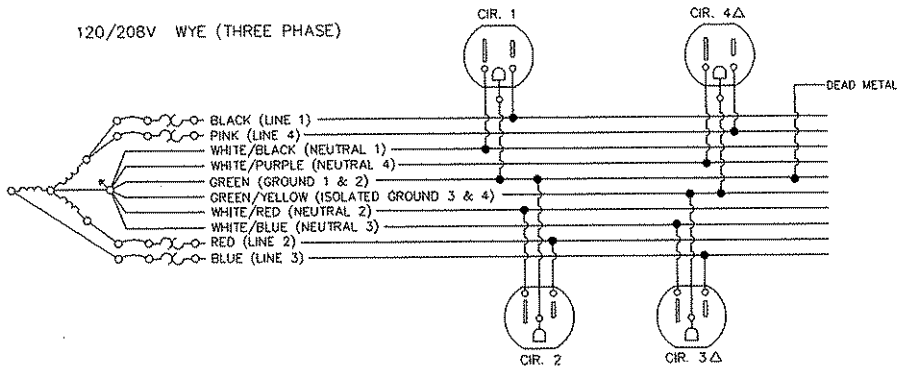
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10 WIRE ELECTRICAL  
CONNECTION SCHEMATICS  
10 WIRE ELECTRICAL  
4-4-2 CONNECTION DIAGRAMS

120/240V SINGLE PHASE

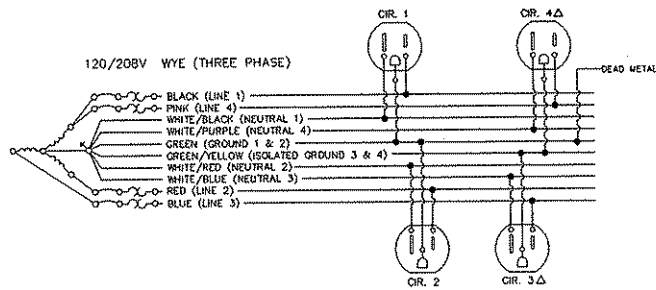


120/208V WYE (THREE PHASE)

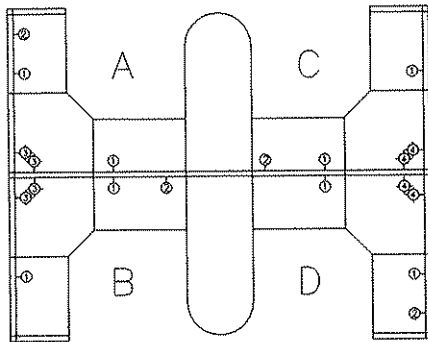


# FBI ELECTRICAL SPECIFICATION GUIDELINES

## 10 WIRE, 4-4-2 CONNECTION DIAGRAMS



## TYPICAL ELECTRICAL LAYOUT TO 4 FBI WORKSTATIONS



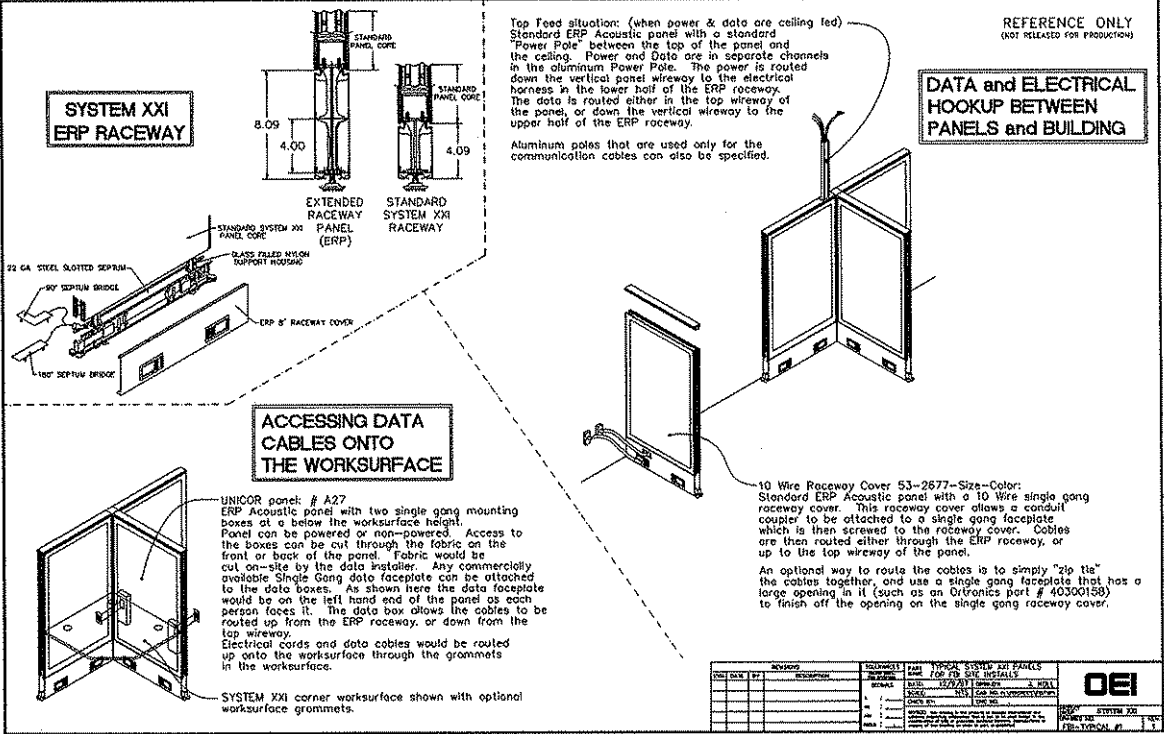
Each workstation has the following:

- (2) duplex receptacles on one of the isolated ground circuits. (either 3 or 4)
- (2) #1 duplex convenience receptacles
- (1) #2 duplex convenience receptacle

The #1 & #2 receptacles will match the trim color.

The #3 & #4 receptacles are orange denoting the isolated ground.

REV: 12-11-01



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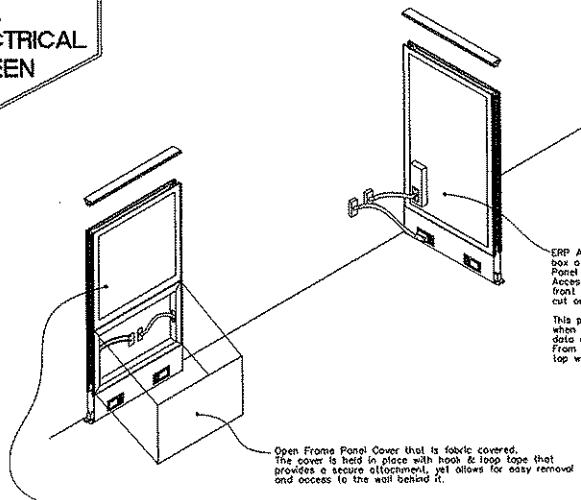
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OPTIONAL  
DATA and ELECTRICAL  
HOOKUP BETWEEN  
PANELS and  
BUILDING












REFERENCE ONLY  
(NOT RELEASED FOR PRODUCTION)



This panel is used to bring cables into the panel core when they are coming out of a wall j-box through data conduit installed by the data installer. From the data box they are routed either up to the top wireway, or down to the ERP wireway.

- Open Frame Panel Cover that is fabric covered. The cover is held in place with hook & loop tape that provides a secure attachment, yet allows for easy removal and access to the wall behind it.

ERP Bottom Open Frame Access Panel that allows access to the data and power junction boxes that are mounted in the building walls or columns. The access slots in each of the vertical frame members go directly into the vertical cable wireways. This allows the panel to be placed tight against the wall or column and the cables can route up to the top wireway, or down to the ERP wireway.

PROJECT		VOLUME		PAGE		OPTIONAL SYSTEM AND PANELS FOR FBI SITE INSTALL		
1	2	3	4	5	6	7	8	
DESCRIPTION		TITLE		DATE		BY		
		REVISION		DATE		BY		
		REVISION		DATE		BY		
		REVISION		DATE		BY		
		REVISION		DATE		BY		
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INITIALS

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16.23 DOOR AND HARDWARE: MANUFACTURERS/FUNCTION

HARDWARE		
COMPANY	EXTERIOR DOORS	INTERIOR DOORS
	STOREROOM FUNCTION	CLASSROOM FUNCTION
ARROW	M12	M17
CORBIN/RUSSWIN	CL3457	CL3455
MEDECO	16-05	16-04
SARGENT	10G04	10G37
SCHLAGE	D80PD	D70PD
YALE	5405L	5408L

A. Passage and privacy hardware sets shall match the manufacturer selected to provide storeroom and classroom hardware.

B. DEFINITION OF REQUIRED FUNCTIONS

1. *Classroom Function.* Deadlocking latchbolt operated by lever from either side except when outside lever is locked; latchbolt is operated by key outside or by rotating lever inside.
2. *Storeroom Function.* Deadlocking latchbolt operated by key in outside lever or by rotating inside lever. Outside lever is always fixed.
3. *Passage Function.* Latchbolt operated by lever from either side at all times.
4. *Privacy Function.* Latchbolt operated by lever from either side. Outside lever is locked by push button inside and unlocked by emergency key outside, rotating inside lever or closing door.

**16.24 DOOR AND HARDWARE: HARDWARE CHART**  
Some rooms listed below may not be in the SFO.

OFFICE FUNCTION	HARDWARE FUNCTION	SPECIAL LOCKS	ACCESS CONTROL
1. ROOM 1	CLASSROOM	N/A	N/A
2. ROOM 2	CLASSROOM	N/A	N/A
3. ROOM 3	CLASSROOM	N/A	N/A
4. ROOM 4	CLASSROOM	N/A	N/A
5. ROOM 5	CLASSROOM	N/A	N/A
6. ROOM 6	CLASSROOM	N/A	N/A
7. ROOM	STOREROOM	N/A	N/A
8. ROOM 8	CLASSROOM	N/A	N/A
ROOM 8A	PRIVACY	N/A	N/A
ROOM 8B	PASSAGE	N/A	N/A
ROOM 8C			
9. ROOM 9	CLASSROOM	N/A	N/A
10. ROOM 10	STOREROOM	N/A	KEYPAD
11. ROOM 11	CLASSROOM	N/A	N/A
12. ROOM 12	CLASSROOM	N/A	N/A
13. ROOM 13	CLASSROOM	N/A	N/A
ROOM 13A	CLASSROOM	N/A	N/A
ROOM 13B	CLASSROOM	N/A	N/A
ROOM 13C	STOREROOM	N/A	N/A
ROOM 13D	CLASSROOM	N/A	N/A
ROOM 13E (OPTIONAL)			
14. ROOM 14	CLASSROOM	N/A	N/A
15. ROOM 15	STOREROOM	N/A	N/A
16. ROOM 16	CLASSROOM	N/A	N/A
17. ROOM 17	CLASSROOM	N/A	N/A
ROOM 17A	CLASSROOM	N/A	N/A
ROOM 17B			
18. ROOM 18	CLASSROOM	N/A	N/A OR KEYPAD
19. ROOM 19	PRIVACY	N/A	N/A
20. ROOM 20	PASSAGE	N/A	N/A
21. ROOM 21	N/A	N/A	N/A
22. ROOM 22	N/A	N/A	N/A
ROOM 22A	CLASSROOM	N/A	N/A
ROOM 22B (OPTIONAL)			
23. ROOM 23	CLASSROOM	N/A	N/A
24. ROOM 24	N/A	N/A	N/A
25. ROOM 25	CLASSROOM	N/A	N/A
26. ROOM 26	CLASSROOM	N/A	N/A
ROOM 26A	CLASSROOM	N/A	N/A
ROOM 26B (OPTIONAL)			
27. ROOM 27	CLASSROOM	N/A	N/A
28. ROOM 28	N/A	N/A	N/A

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(b) (6)

OFFICE FUNCTION		HARDWARE FUNCTION	SPECIAL LOCKS	ACCESS CONTROL
29.	ROOM 29 (OPTIONAL) ROOM 29A ROOM 29B (OPTIONAL)	CLASSROOM N/A	N/A N/A	N/A N/A
30.	ROOM 30	CLASSROOM	N/A	N/A
31.	ROOM 31	CLASSROOM	N/A	N/A
32.	ROOM 32	CLASSROOM	N/A	N/A
33.	ROOM 33 ROOM 33A ROOM 33B (OPTIONAL)	CLASSROOM CLASSROOM	N/A N/A	N/A N/A
34.	ROOM 34	CLASSROOM	N/A	N/A
35.	ROOM 35	CLASSROOM	N/A	N/A
36.	ROOM 36	CLASSROOM	N/A	N/A
37.	ROOM 37	N/A	N/A	N/A
38.	ROOM 38	CLASSROOM	N/A	N/A
39.	ROOM 39	CLASSROOM	N/A	N/A
40.	ROOM 40	N/A	N/A	N/A
41.	ROOM 41 ROOM 41A ROOM 41B ROOM 41C	CLASSROOM N/A CLASSROOM	N/A N/A N/A	N/A N/A N/A
42.	ROOM 42 ROOM 42A ROOM 42B ROOM 42C ROOM 42D ROOM 42E	CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A
43.	ROOM 43 ROOM 43A ROOM 43B	STOREROOM CLASSROOM	S&G N/A	KEYPAD N/A
44.	ROOM 44	CLASSROOM	N/A	N/A
45.	ROOM 45 ROOM 45A ROOM 45B	CLASSROOM CLASSROOM	N/A N/A	N/A N/A
46.	ROOM 46 (OPTIONAL)	CLASSROOM	N/A	N/A
47.	ROOM 47	CLASSROOM	S&G	N/A
48.	ROOM 48 (OPTIONAL)	CLASSROOM	N/A	N/A
49.	ROOM 49	STOREROOM	N/A	N/A
50.	ROOM 50	CLASSROOM	N/A	N/A
51.	ROOM 51 (OPTIONAL)	STOREROOM	N/A	N/A
52.	ROOM 52	N/A	N/A	N/A
53.	ROOM 53	CLASSROOM	N/A	N/A
54.	ROOM 54	CLASSROOM	N/A	N/A
55.	ROOM 55 (OPTIONAL)	CLASSROOM	N/A	N/A
56.	ROOM 56	STOREROOM	N/A	N/A

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OFFICE FUNCTION	HARDWARE FUNCTION	SPECIAL LOCKS	ACCESS CONTROL
57. ROOM 57			
ROOM 57A	CLASSROOM	N/A	N/A
ROOM 57B	N/A	N/A	N/A
ROOM 57C	CLASSROOM	N/A	N/A
ROOM 57D	CLASSROOM	N/A	N/A
ROOM 57E	CLASSROOM	N/A	N/A
58. ROOM 58			
ROOM 58A	CLASSROOM	N/A	N/A
ROOM 58B	CLASSROOM	N/A	N/A
ROOM 58C	STOREROOM	S&G	N/A
ROOM 58D (OPTIONAL)	CLASSROOM	N/A	N/A
59. ROOM 59			
ROOM 59A	N/A	N/A	N/A
ROOM 59B	CLASSROOM	N/A	N/A
ROOM 59C	CLASSROOM	N/A	N/A
ROOM 59D	CLASSROOM	N/A	N/A
ROOM 59E	STOREROOM	N/A	N/A
60. ROOM 60	PRIVACY	N/A	N/A
61. ROOM 61	PASSAGE	N/A	N/A
62. ROOM 62			
ROOM 62A	PASSAGE	N/A	N/A
ROOM 62B	PUSH PLATE	N/A	N/A
63. ROOM 63			
ROOM 63A	CLASSROOM	N/A	N/A
ROOM 63B	STOREROOM	N/A	N/A
64. ROOM 64	PASSAGE	N/A	N/A
65. ROOM 65			
ROOM 65A	CLASSROOM	N/A	N/A
ROOM 65B	CLASSROOM	N/A	N/A
66. ROOM 66 (OPTIONAL)			
ROOM 66A	CLASSROOM	N/A	N/A
ROOM 66B	N/A	N/A	N/A
67. ROOM 67 (OPTIONAL)	CLASSROOM	N/A	N/A
68. ROOM 68 (OPTIONAL)			
ROOM 68A	CLASSROOM	N/A	N/A
ROOM 68B	CLASSROOM	N/A	N/A
ROOM 68C	CLASSROOM	N/A	N/A
ROOM 68D	STOREROOM	N/A	N/A
ROOM 68E	PASSAGE	N/A	N/A
ROOM 68F	STOREROOM	N/A	N/A
ROOM 68G	PASSAGE	N/A	N/A
ROOM 68H	PRIVACY	N/A	N/A
ROOM 68I	N/A	N/A	N/A
69. ROOM 69 (OPTIONAL)	N/A	N/A	N/A
70. ROOM 70 (OPTIONAL)	N/A	N/A	N/A
71. ROOM 71 (OPTIONAL)	CLASSROOM	N/A	N/A
72. ROOM 72 (OPTIONAL)	CLASSROOM	N/A	N/A
73. ROOM 73	STOREROOM	N/A	N/A
74. ROOM 74	STOREROOM	S&G	KEYPAD
75. ROOM 75	STOREROOM	S&G	KEYPAD

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(b) (6)

OFFICE FUNCTION	HARDWARE FUNCTION	SPECIAL LOCKS	ACCESS CONTROL
76. ROOM 76	STOREROOM	SIMPLEX LOCK (FBI TO PROVIDE AND INSTALL)	KEYPAD
77. ROOM 77	STOREROOM	SIMPLEX LOCK (FBI TO PROVIDE AND INSTALL)	KEYPAD
78. ROOM 78	STOREROOM	S&G	KEYPAD
79. ROOM 79	STOREROOM	S&G	KEYPAD
80. ROOM 80	STOREROOM	N/A	N/A
81. ROOM 81	STOREROOM	N/A	N/A
82. ROOM 82	STOREROOM	DEADBOLT	N/A
83. ROOM 83	STOREROOM	X-07 IF SPACE IS NOT CONTIGUOUS (FBI TO PROVIDE AND INSTALL)	N/A
84. ROOM 84 (OPTIONAL)	STOREROOM	N/A	N/A
85. ROOM 85	CLASS 5 VAULT DOOR	N/A	N/A
86. ROOM 86	STOREROOM	N/A	N/A
87. ROOM 87	PASSAGE	N/A	N/A
88. ROOM 88	STOREROOM	N/A	N/A
89. ROOM 89	CLASSROOM	N/A	N/A
90. ROOM 90	CLASSROOM	N/A	N/A
91. ROOM 91	CLASSROOM	N/A	N/A
92. ROOM 92	CLASSROOM	N/A	N/A
93. ROOM 93	STOREROOM	N/A	KEYPAD
94. ROOM 94	STOREROOM	N/A	N/A
95. ROOM 95	STOREROOM	N/A	N/A
96. ROOM 96	STOREROOM	N/A	N/A
97. ROOM 97	PASSAGE	N/A	N/A
98. ROOM 98	STOREROOM	N/A	N/A
99. ROOM 99	CLASSROOM	DEADBOLT	KEYPAD
ROOM 99A	CLASSROOM	DEADBOLT	KEYPAD
ROOM 99B (OPTIONAL)	CLASSROOM	DEADBOLT	KEYPAD
ROOM 99C	CLASSROOM	DEADBOLT	KEYPAD
ROOM 99D (OPTIONAL)	CLASSROOM	DEADBOLT	KEYPAD
ROOM 99E	CLASSROOM	DEADBOLT	N/A
ROOM 99F	CLASSROOM	DEADBOLT	N/A
ROOM 99G	STOREROOM	DEADBOLT	N/A
ROOM 99H (OPTIONAL)	PASSAGE	N/A	N/A
ROOM 99I (OPTIONAL)	PRIVACY	N/A	N/A
ROOM 99J	CLASSROOM	N/A	N/A
100. ROOM 100	STOREROOM	X-07 (FBI TO PROVIDE AND INSTALL)	KEYPAD (FLUSH-MOUNTED)
101. ROOM 101 (OPTIONAL)	STOREROOM	X-07 (FBI TO PROVIDE AND INSTALL)	KEYPAD (FLUSH-MOUNTED)

(b) (6)



OFFICE FUNCTION	HARDWARE FUNCTION	SPECIAL LOCKS	ACCESS CONTROL
102. ROOM 102	STOREROOM	X-07 (FBI TO PROVIDE AND INSTALL)	KEYPAD (FLUSH- MOUNTED)
103. ROOM 103	STOREROOM	N/A	N/A
104. ROOM 104	STOREROOM	N/A	N/A
105. ROOM 105	CLASSROOM	N/A	N/A
ROOM 105A	STOREROOM	N/A	N/A
ROOM 105B	STOREROOM	N/A	N/A
ROOM 105C	STOREROOM	N/A	N/A
106. GUARD BOOTH	STOREROOM	N/A	N/A
107. PERIMETER DOORS	STOREROOM	N/A	KEYPADS

SFO NO. 2TX0254  
11/24/04

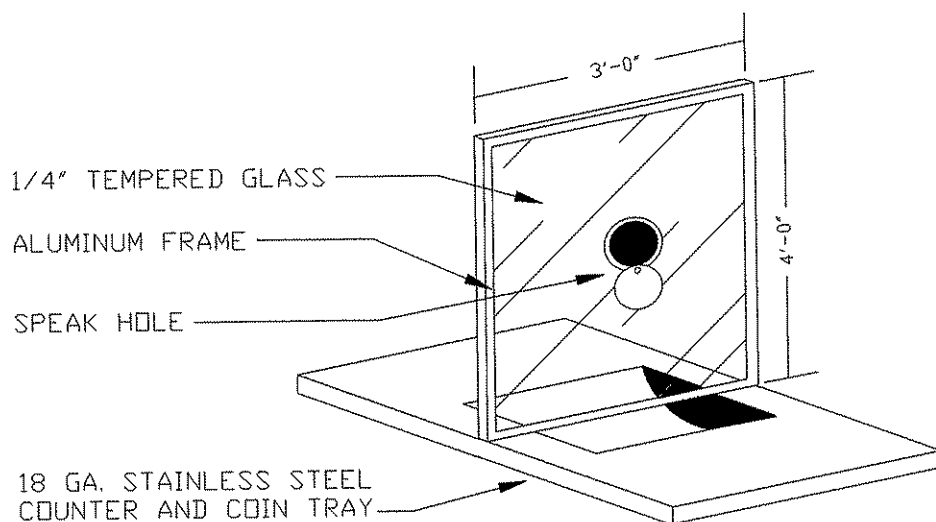
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INITIALS

LESSOR

GOVT

(b) (6)



REV. 11-30-01

WINDOWS: ROOM 47 TRANSACTION WINDOW

SFO NO. 2TX0254  
11/24/04

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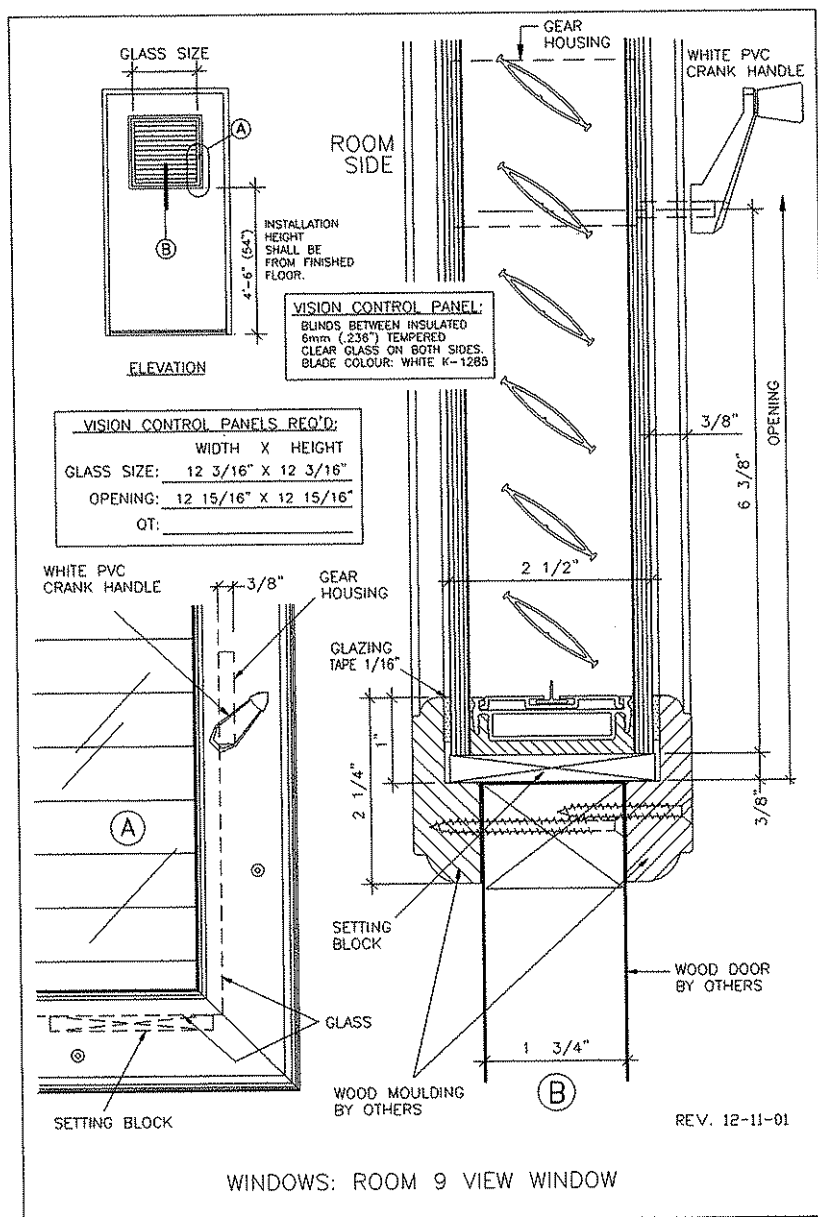
INITIALS

LESSOR

GOVT

(b) (6)

16.26 WINDOWS: ROOM 9 VIEW WINDOW



(b) (6)

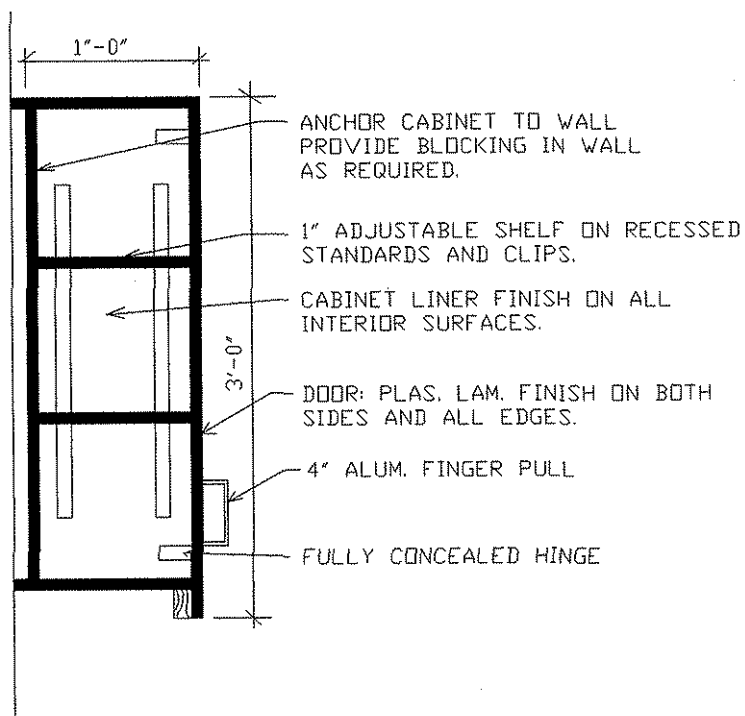
SFO NO. 2TX0254  
11/24/04

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INITIALS

LESSOR

GOVT



NOTE:  
ALL WORK SHALL COMPLY WITH  
AWI PREMIUM GRADE STANDARDS

REV. 7-9-96

SPECIAL: TYPICAL WALL CABINET DETAIL

SFO NO. 2TX0254  
11/24/04

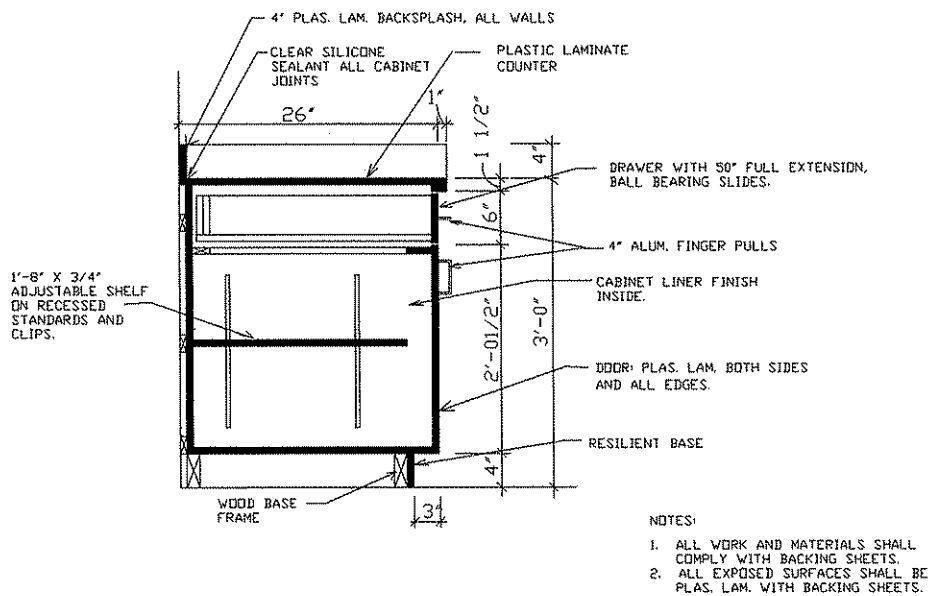
INITIALS

LESSOR

GOVT

(b) (6)

16.28 SPECIAL: TYPICAL BASE CABINET DETAIL



REV. 3-30-95

SPECIAL: TYPICAL BASE CABINET DETAIL

SFO NO. 2TX0254  
11/24/04

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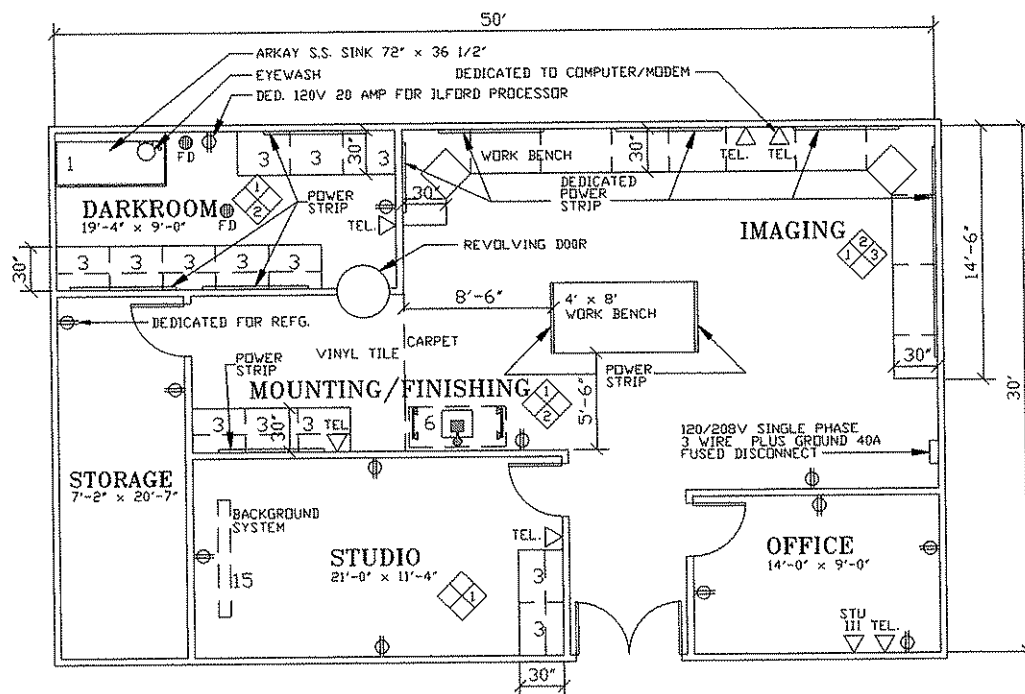
INITIALS

LESSOR

GOVT

(b) (6)

16.29 SPECIAL: ROOM 59 - TYPICAL



REV. 12-03-01

SPECIAL: ROOM 59 - TYPICAL

SFO NO. 2TX0254  
11/24/04

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INITIALS

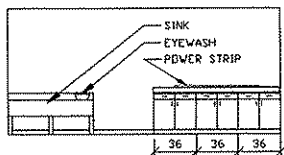
LESSOR

GOVT

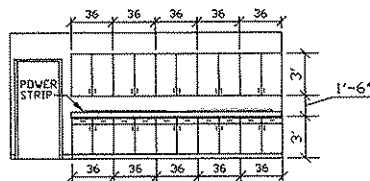
(b) (6)



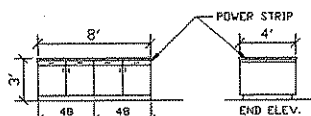
16.30 SPECIAL: ROOM 59 - ELEVATIONS



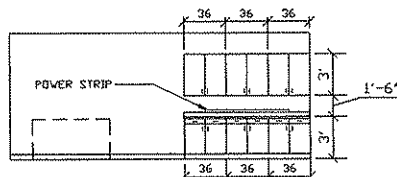
DARKROOM ELEV. 1



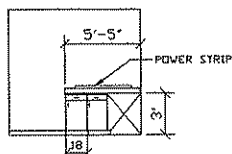
DARKROOM - ELEV. 2



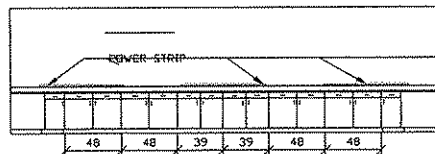
MOUNTING/FINISHING - ELEV. 1  
OPPOSITE SIDE IDENTICAL



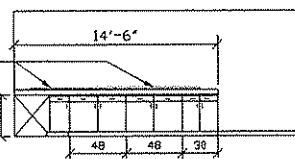
MOUNTING/FINISHING - ELEV. 2



IMAGING - ELEV. 1



IMAGING - ELEV. 2



IMAGING - ELEV. 3

REV. 12-03-01

SPECIAL: ROOM 59 - ELEVATIONS

SFO NO. 2TX0254  
11/24/04

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INITIALS

LESSOR

GOVT

(b) (6)

**A. STAINLESS STEEL SINK:**

1. Specifications.
  - a. Arkay Stainless Steel Sink, Model 718, or equivalent.
    - i. T2/SS/SB
    - ii. 72" wide x 30" deep x 7" high inside dimensions
    - iii. 16-gauge
    - iv. 3/16" stainless steel with stainless shelf and stainless base and bench-mount eyewash
  - b. PA4 plumbing package
  - c. FM2 foot mat (15 sq. ft.)
2. Manufacturer.  
 California Stainless Mfg.  
 32 North Wood Road  
 Camarillo, CA 93010  
 Phone: (805) 484-1038

**B. EYE WASH:**

1. Specifications.
  - a. Kreonite Model 9702T11, or equivalent.
  - b. Please designate right or left side mount to Bench Mount Eyewash. Add 3" to hem mount, plumbing not included.
2. Manufacturer.  
 California Stainless Mfg.  
 32 North Wood Road  
 Camarillo, CA 93010  
 Phone: (805) 484-1038

**C. ROTARY DARKROOM DOOR:**

1. Specifications.
  - a. 2W36, Kreonite Model KRD36-2 or Model 2W, 2-Way Door, ESECO-Speedmaster, or equivalent.
  - b. 2W36, Kreonite Model KRD36-2:
    - i. Two Way: 36"
    - ii. Overall Height: 82-1/4"
    - iii. Wall Opening Height: 80"
    - iv. Wall Opening Width: 36"
    - v. Overall Diameter: 35"
    - vi. Inside Diameter: 32-1/2"
    - vii. Inside Height: 74-3/4"
    - viii. Entrance: 21-1/2"
    - ix. Door Weight: 187 lbs.
    - x. Crated Weight: 233 lbs.
2. Manufacturer.  
 California Stainless Mfg.  
 32 North Wood Road  
 Camarillo, CA 93010  
 Phone: (805) 484-1038

**D. SAFELIGHTS:**

1. Specifications.
  - a. Thomas Duplex Super Sodium Safelight, DUB Safelight Model T17500 B&W (for all black and white printing and ortho films), or equivalent.
2. Manufacturers.

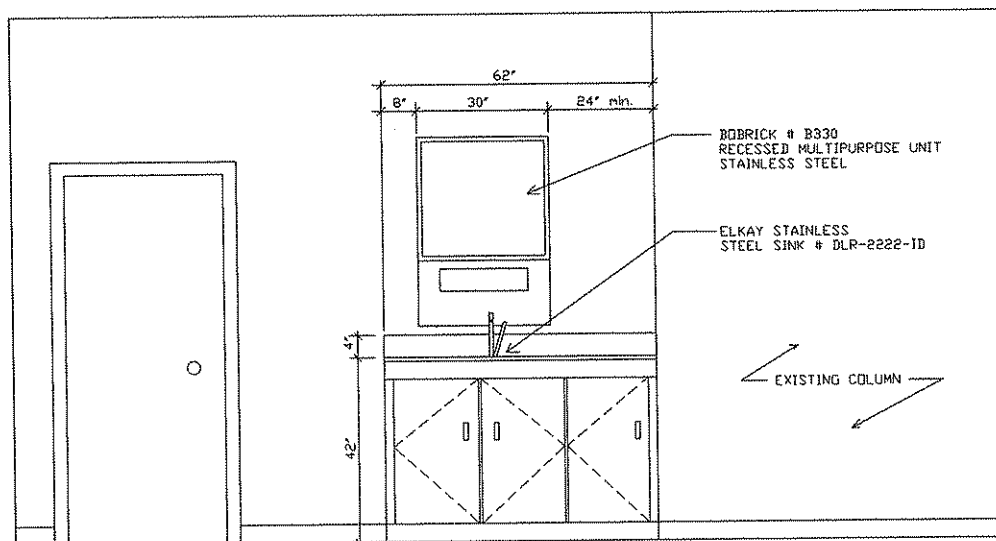
<ol style="list-style-type: none"> <li>a. California Stainless Mfg.                              32 North Wood Road                              Camarillo, CA 93010                              Phone: (805) 484-1038</li> <li>b. Penn Camera                              Government Sales                              11716 Baltimore Avenue                              Beltsville, MD 20705                              Phone: (800) 347-5770</li> <li>c. B&amp;H Photo                              119 West 17th Street                              New York, NY 10011                              Phone: (800) 221-5743</li> </ol>	<ol style="list-style-type: none"> <li>d. Calumet Photographic                              890 Supreme Drive                              Bensenville, IL 60106                              Phone: (800) Calumet or                              (888) 367-2781</li> <li>e. The Saunders Group                              21 Jet View Drive                              Rochester, NY 14624                              Phone: (716) 328-7800</li> </ol>
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INITIALS

LESSOR

GOVT

(b) (6)



REV. 11-30-01

SPECIAL: ROOM 18 MILLWORK

SFO NO. 2TX0254  
11/24/04

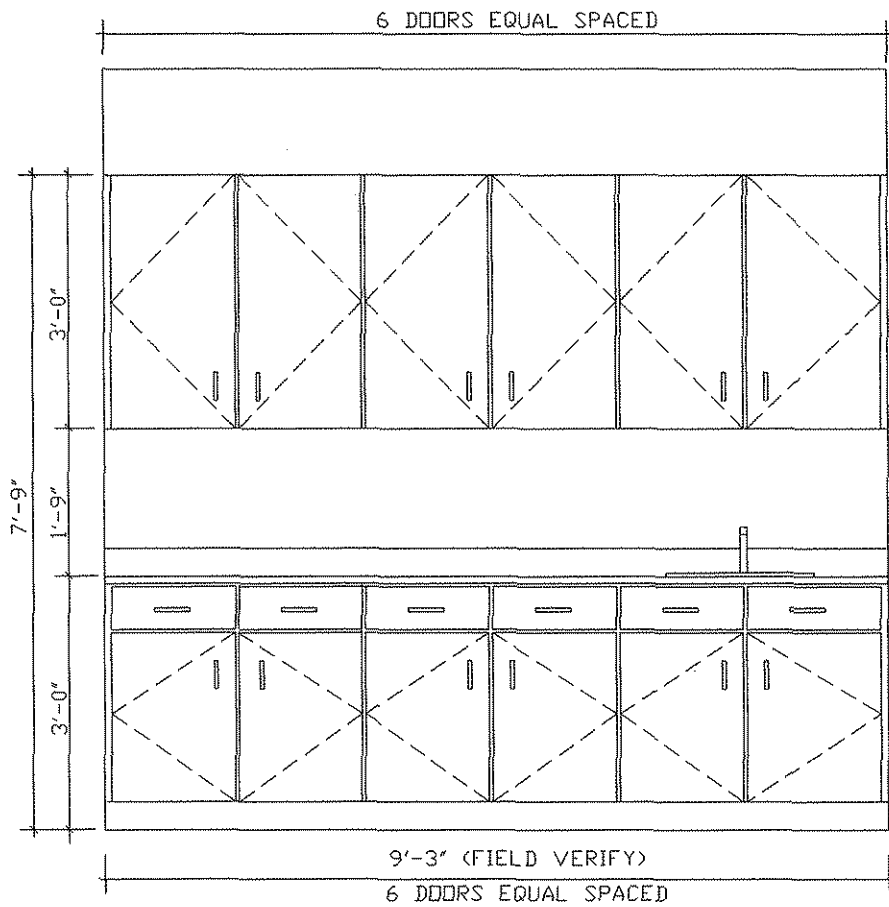
142

INITIALS

LESSOR

GOVT

(b) (6)



REV. 11-30-01

SPECIAL: ROOM 61 MILLWORK

SFO NO. 2TX0254  
11/24/04

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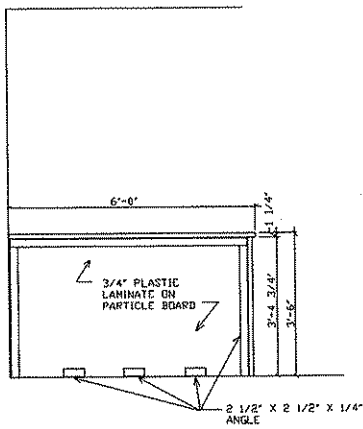
INITIALS

LESSOR

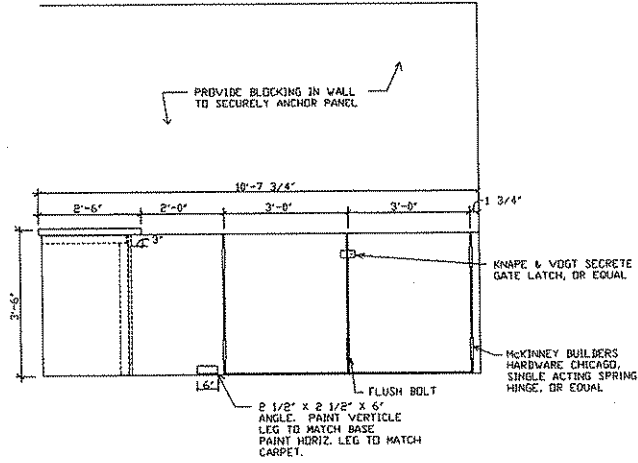
GOVT

(b) (6)

16.34 SPECIAL: COUNTER AND GATE TYPICAL - I



1 SECTION



2 SECTION

REV. 7-9-96

SPECIAL: COUNTER AND GATE TYPICAL - I

SFO NO. 2TX0254  
11/24/04

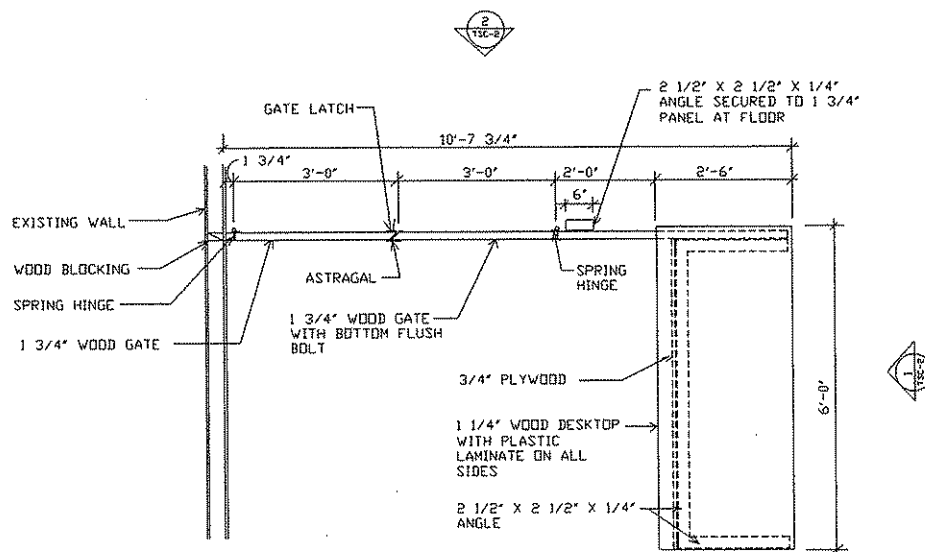
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INITIALS

LESSOR

GOVT

(b) (6)



1 15C-1 COUNTER AND GATE PLAN

REV. 7-7-96

SPECIAL: COUNTER AND GATE TYPICAL - II

SFO NO. 2TX0254  
11/24/04

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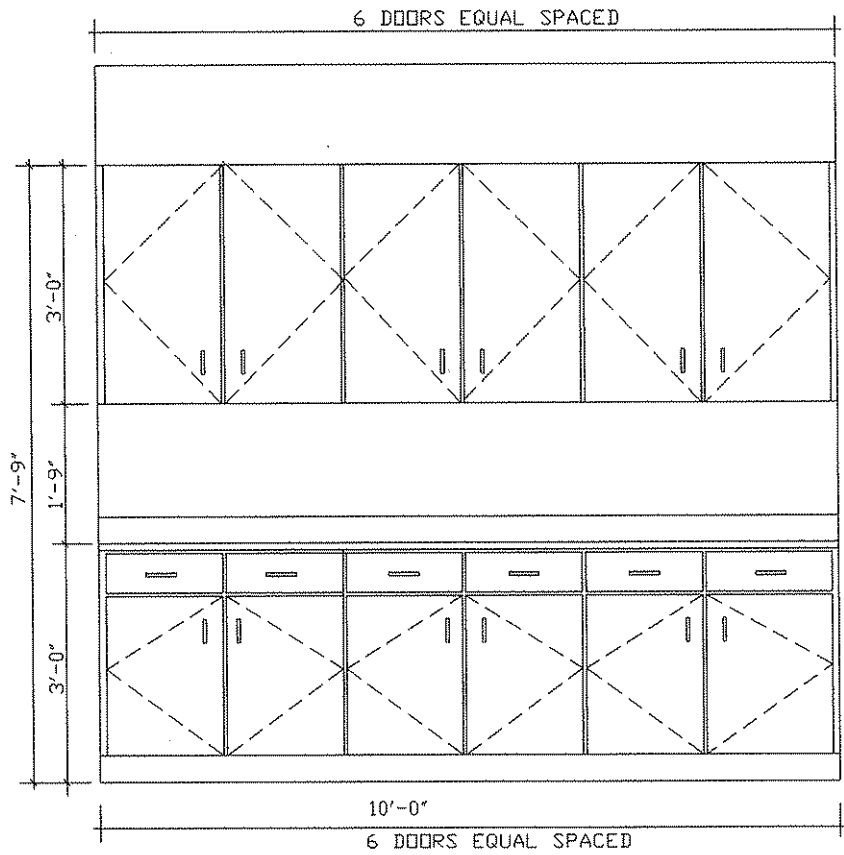
INITIALS

LESSOR

GOVT

(b) (6)





REV. 11-30-01

SPECIAL: ROOM 99 WORKROOM MILLWORK

SFO NO. 2TX0254  
11/24/04

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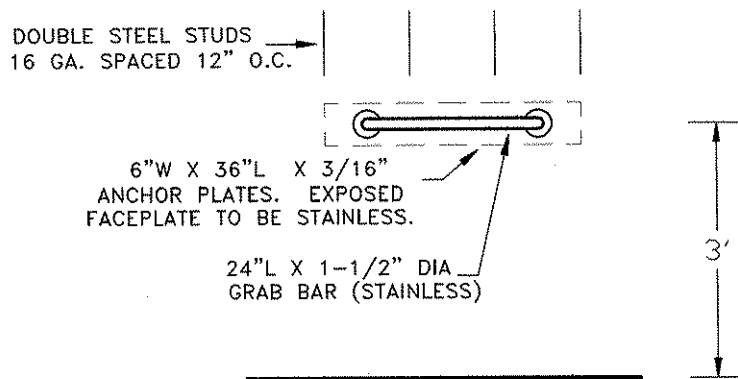
INITIALS

LESSOR

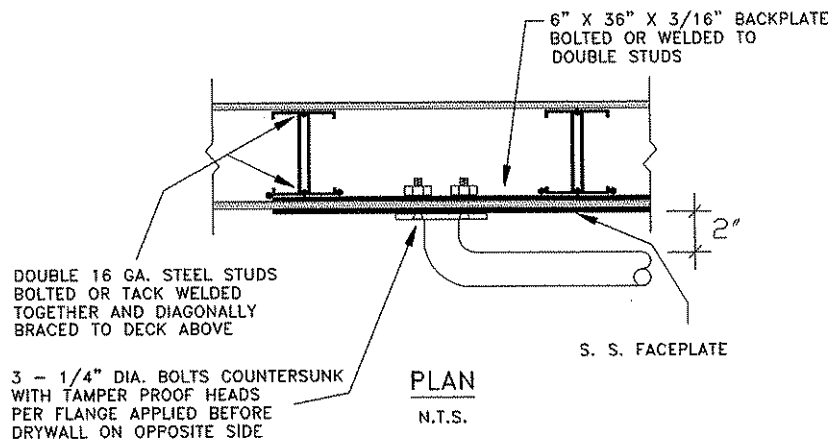
GOVT

(b) (6)

16.37 SPECIAL: HANDCUFF BAR



ELEVATION



REV. 6-26-96

SPECIAL: HANDCUFF BAR

SFO NO. 2TX0254  
11/24/04

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INITIALS  
LESSOR GOVT

(b) (6)

## 16.38 SPECIAL: LOCKERS

The Lessor shall provide and install lockers which either meet or exceed the following specifications.

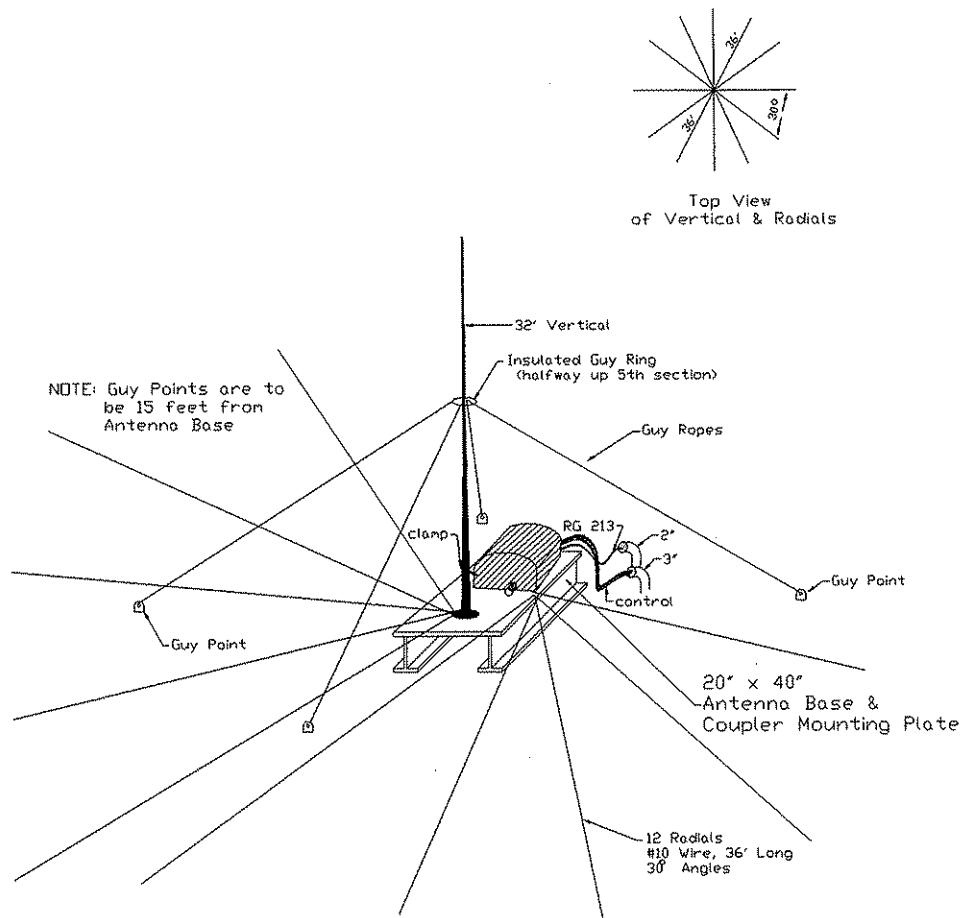
- A. All lockers shall be preassembled, of all mig welded construction, in multiple column units to meet job conditions. Assembly of locker bodies by means of bolts, screws, or rivets shall not be permitted. All lockers shall have been designed to withstand the heavy-duty use to be received in a high traffic locker room.
- B. MATERIALS: All sheet steel used in fabrication shall be prime grade, free from scale and imperfections. All locking mechanisms and hooks must be zinc plated. All installation hardware shall be zinc plated.
- C. FINISH: All locker parts shall be cleaned and coated after fabrication with a five stage zinc/iron phosphate solution to inhibit corrosion, followed by a coat of high grade enamel electrostatically sprayed and baked at 300 degrees (°) Fahrenheit (F) to provide a tough and durable finish.
1. NOTE: Color cards shall be made available for a choice of standard baked enamel colors. Interior locker parts shall be finished in a neutral color.
- D. WARDROBE DOORS: 14-gauge wardrobe doors shall be diamond perforated, having 1-inch double bends on both sides and a 1/8-inch bend at top and bottom. Hinges shall be five knuckle tight pin and shall be recessed in doors, with 2 hinges on doors under 48 inches and 3 hinges on doors 48 inches or longer. Locking device shall consist of a stainless steel pan recessed into the door and of sufficient depth to allow a combination padlock to be completely flush with the face of the door. The latching mechanism shall be finger lift control type constructed of heavy gauge steel with a nylon cover that has a generous finger pull. The mechanism shall engage locker opposite hinges. Spring activated slide latches shall be completely enclosed in the lock channel allowing each door to close while a padlock is in a locked position. Locking device shall be arranged for use with padlock. Rubber bumpers shall be riveted to door stops.
- E. VERTICAL DIVIDERS: Vertical dividers shall be of 3/4-inch 13-gauge flattened expanded metal framed by 16-gauge hollow "T" sectors designed to enclose all sharp edges of divider with entire assembly mig welded. Dividers shall have a 6-gauge hollow "T" bracing at the bottom forming a rigid frame for each locker unit.
- F. TOPS AND BOTTOMS: Tops and bottoms shall be formed from 16-gauge cold rolled sheet steel. Sloping tops of 20-gauge steel shall be secured in place at time of installation in addition to the 16-gauge flat top which is already an integral part of each unit.
- G. SHELVES FOR WARDROBE AND HORIZONTAL DIVIDERS FOR GYM LOCKERS: Shelves shall be of 16-gauge steel and have double bends at front. Lockers 60 inches and higher shall have one shelf 12 inches from top.
- H. BACKS: Backs shall be 18-gauge cold rolled sheet steel (optional ventilated backs of 13-gauge flattened expanded metal shall be provided for all back to back units.)
- I. HOOKS: For openings of 18 inches or more, heavy zinc-plated steel hooks with ball tips are to be securely riveted in place and strategically located for the utmost convenience.
- J. STANDARD HOOK ARRANGEMENTS: All lockers shall be in a double tier sized as follows:

Locker Width	Locker Depth	Locker Height	Hooks: Double	Hooks: Single
15"	16"	30"	1	2

- K. NUMBER PLATES: Each locker opening shall have an aluminum number plate with 3/8-inch high numerals, riveted to door at time of installation.
- L. INSTALLATION: All lockers shall be securely attached to the wall (or bolted together if set back to back) to the base and to each other. Lockers shall be leveled with cedar shims where necessary to provide for irregularities in the base. The Contractor shall provide concrete base with wood sleepers. (Wood strips are not required where secured to wall.)
1. Optional method of installation: Provide 4-inch high closed base welded unit.
- M. All locker columns shall be preassembled by welding at factory in units up to 60 inches in width. Filler strips shall be supplied to provide a finished installation and eliminate areas where refuse may collect. Filler strips shall be of 20-gauge cold rolled sheet steel for front, top, corners, or ends - to meet job requirements for a finished installation.
- N. OPTIONAL CONFIGURATIONS: SINGLE TIER

Locker Width	Locker Depth	Nominal Opening Height	Actual Overall Column Height
15"	16"	60"	62.75"

(b) (6)



NOT TO SCALE

REV. 11-30-01

ANTENNAS: ROOM 95 AND ANTENNA LAYOUT - I

SFO NO. 2TX0254  
11/24/04

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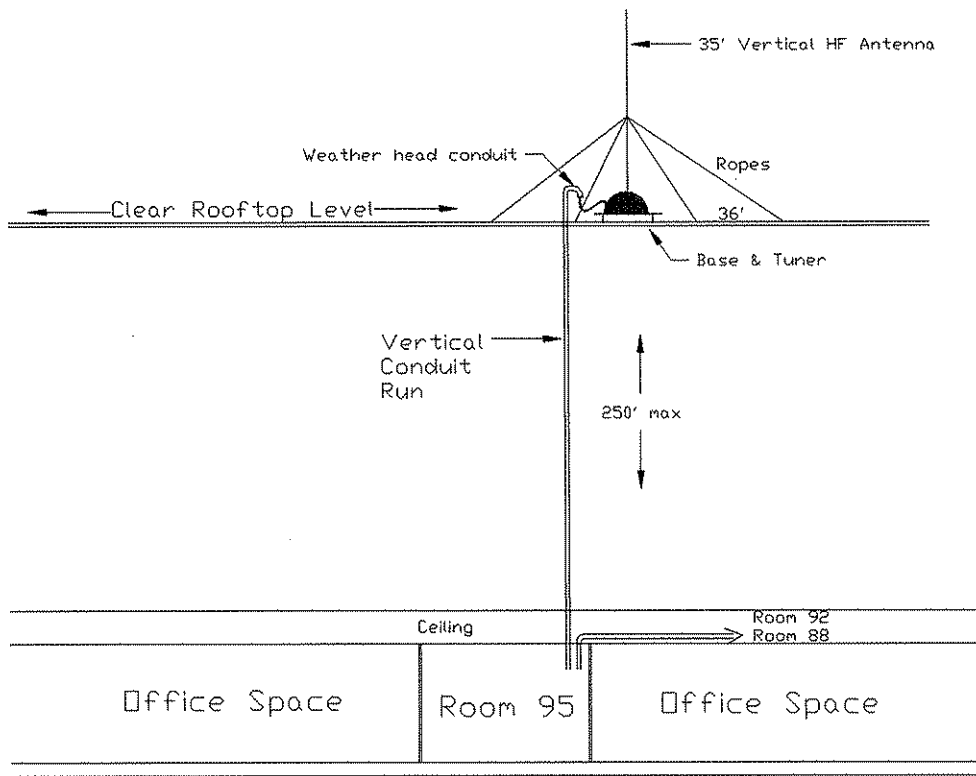
INITIALS

LESSOR

GOVT

(b) (6)

16.40 ANTENNAS: ROOM 95 AND ANTENNA LAYOUT - II



NOT TO SCALE

REV. 12-11-01

LOCATION OF ROOM 95/CONDUIT RUNS/ROOFTOP ANTENNA

ANTENNAS: ROOM 95 AND ANTENNA LAYOUT - II

SFO NO. 2TX0254  
11/24/04

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INITIALS

LESSOR

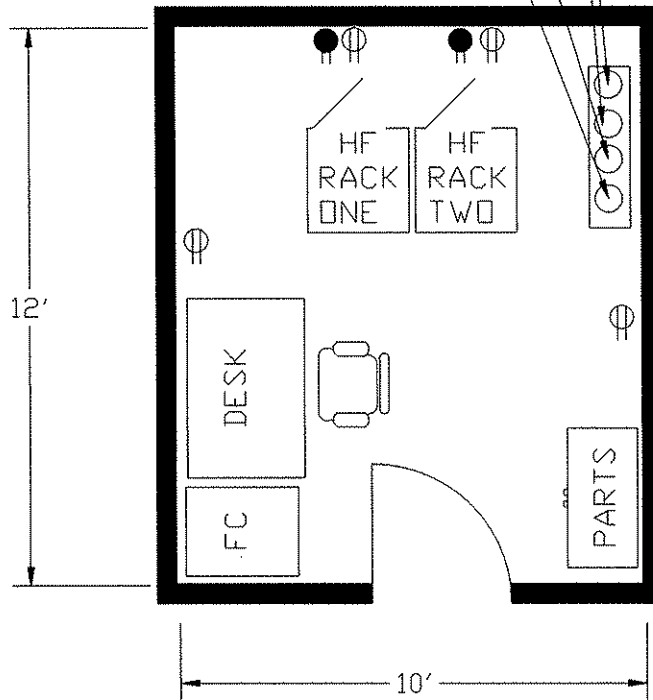
GOVT

(b) (6)

Conduits running vertically to the roof

Conduit to Room 92

Conduit to Room 88



⊕ = 115vac @20 amp. outlets

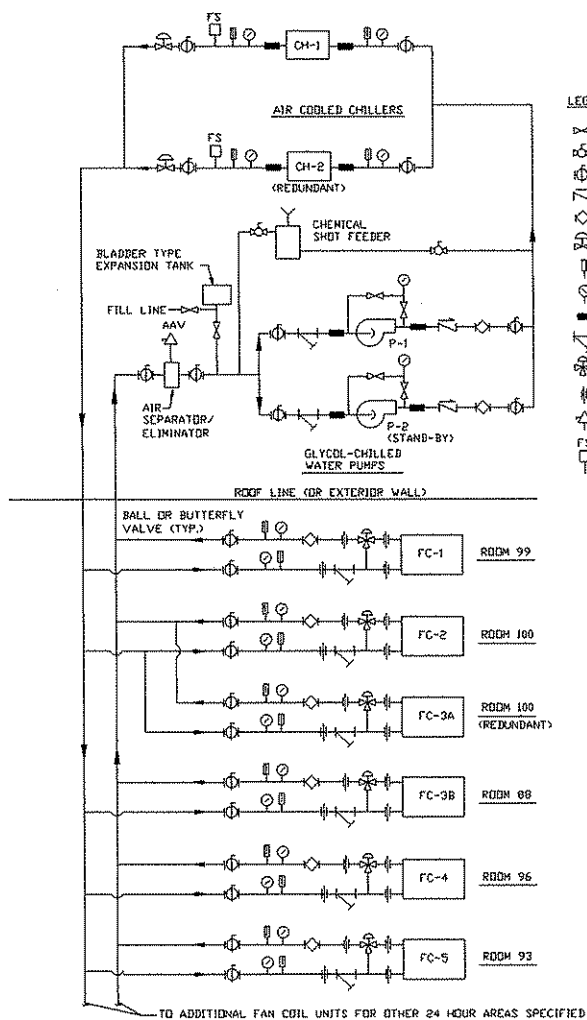
⦶ = 208vac @30 amp. outlets

REV. 12-03-01

ANTENNAS: ROOM 95 AND ANTENNA LAYOUT - III

(b) (6)





LEGEND:

- ◇ GATE VALVE
- ⊞ BALL VALVE
- ⊞ BUTTERFLY VALVE
- ⊞ NON-SLAM CHECK VALVE
- ⊞ BALANCING VALVE
- ⊞ AUTOMATIC CONTROL VALVE
- ⊞ THERMOMETER
- ⊞ PRESSURE GAUGE W/PETCOCK
- FLEX CONNECTION
- ⊞ STRAINER
- ⊞ 3-WAY VALVE
- ⊞ UNION
- ⊞ AUTOMATIC AIR VENT
- FS FLOW SWITCH

NOTES:

ALL NECESSARY UNITS ARE NOT SHOWN.  
TYPICAL PIPING AND VALVES SHALL BE  
FURNISHED AT ALL REQUIRED 24-HOUR AREAS  
SPECIFIED.

PRESSURE, TEMPERATURE AND FLOW FITTINGS  
FOR ALL AUTOMATIC TEMPERATURE CONTROLS  
AND TEST POINTS ARE NOT SHOWN.

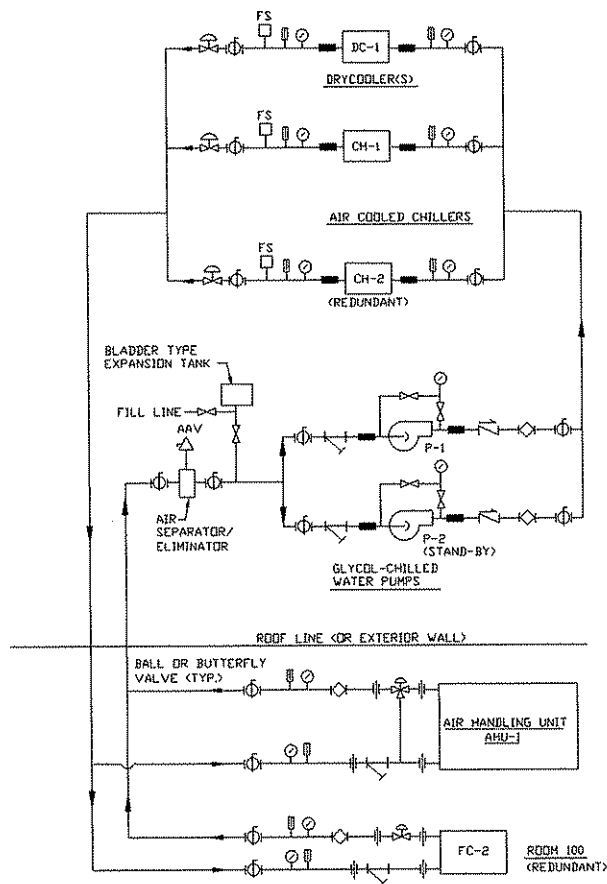
REV. 12-03-01

[NOTE: USE IN MULTI-TENANT OFFICE SPACES ONLY]

HVAC: TYPICAL MECHANICAL GLYCOL-CHILLED WATER PIPING - I

(b) (6)

16.43 HVAC: TYPICAL MECHANICAL GLYCOL-CHILLED WATER PIPING - II



LEGEND:

- GATE VALVE
- BALL VALVE
- ◇ BUTTERFLY VALVE
- ⌵ NON-SLAM CHECK VALVE
- ◇ BALANCING VALVE
- ⊗ AUTOMATIC CONTROL VALVE
- ⊥ THERMOMETER
- ⊙ PRESSURE GAUGE W/PETCOCK
- FLEX CONNECTION
- ⌵ STRAINER
- ⊗ 3-WAY CONTROL VALVE
- ⌵ UNION
- ⌵ AUTOMATIC AIR VENT
- FS FLOW SWITCH

NOTE: PRESSURE, TEMPERATURE AND FLOW FITTINGS  
FOR ALL AUTOMATIC TEMPERATURE CONTROLS  
AND TEST POINTS ARE NOT SHOWN.

REV. 12-03-01

[NOTE: USE FOR NEW STAND-ALONE OFFICE BUILDINGS]

HVAC: TYPICAL MECHANICAL GLYCOL-CHILLED WATER PIPING - II

SFO NO. 2TX0254  
11/24/04

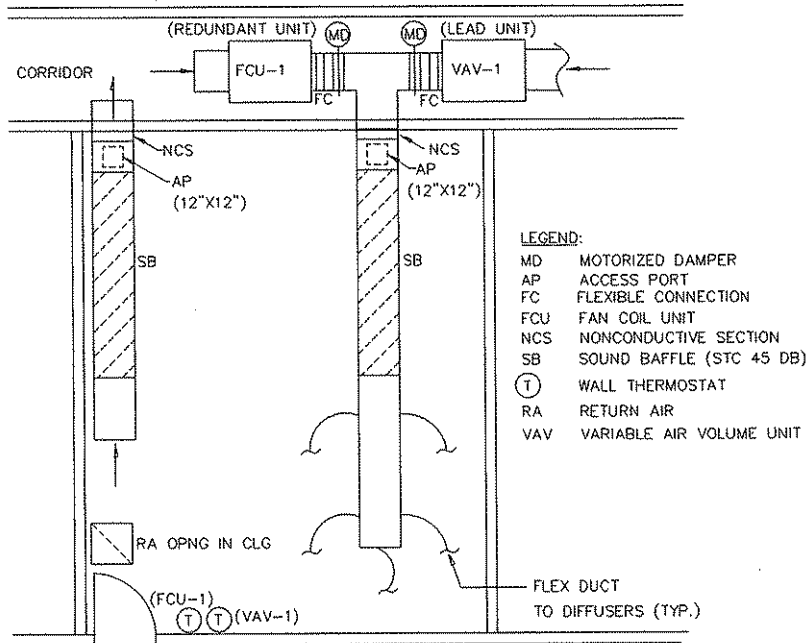
153

INITIALS

LESSOR

GOVT

(b) (6)



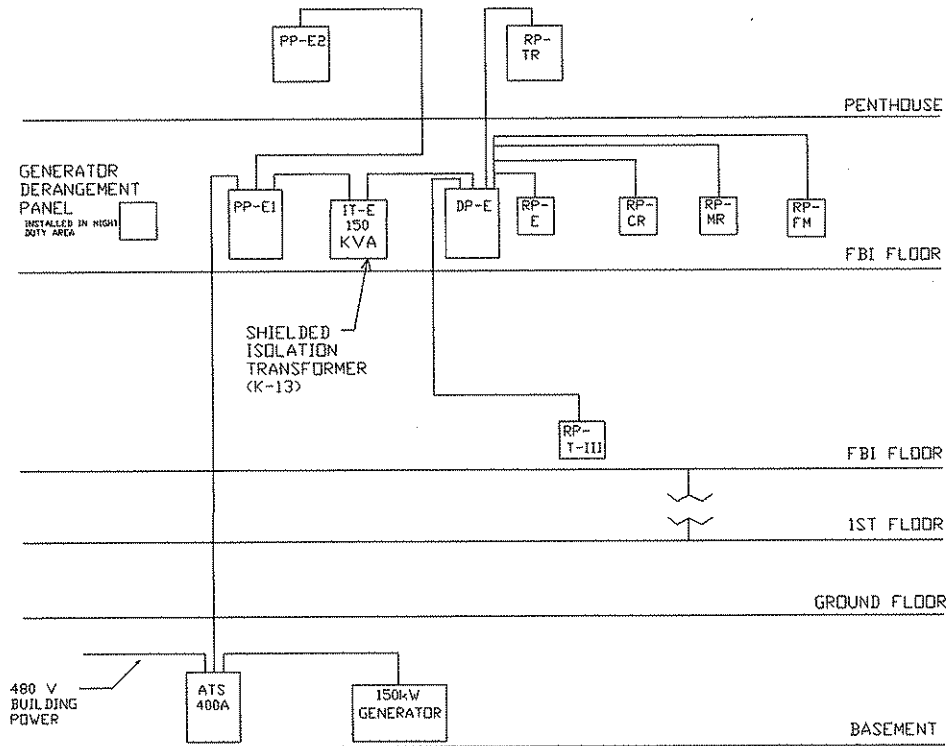
NOTES:

1. NONCONDUCTIVE SECTIONS SHALL BE WITHIN 6 INCHES OF WALL PENETRATION.
2. ALL DUCT PENETRATIONS THROUGH WALL SHALL BE COMPLETELY SEALED.
3. EACH DUCT ACCESS PORT SHALL HAVE A LATCHING MECHANISM.
4. SETPOINT FOR REDUNDANT FCU SHALL BE 2 DEGREES F HIGHER THAN LEAD VAV UNIT.
5. IF LEAD UNIT VAV IS FAN POWERED SERIES TYPE AND WITHIN 3 FEET OF DUCT OPENING, THE SUPPLY SOUND BAFFLE IS NOT REQUIRED. HOWEVER, A MANBAR WILL BE REQUIRED.

REV. 11-30-01

HVAC: REDUNDANT 24-HOUR HVAC UNITS FOR ROOM 100

16.45 ELECTRICAL: TYPICAL ESSENTIAL POWER RISER



NOT TO SCALE  
REV. 7-9-96

\*NOTE: SIZE AND NUMBER OF COMPONENTS  
IS DEPENDENT ON OFFICE SIZE.

ELECTRICAL: TYPICAL ESSENTIAL POWER RISER

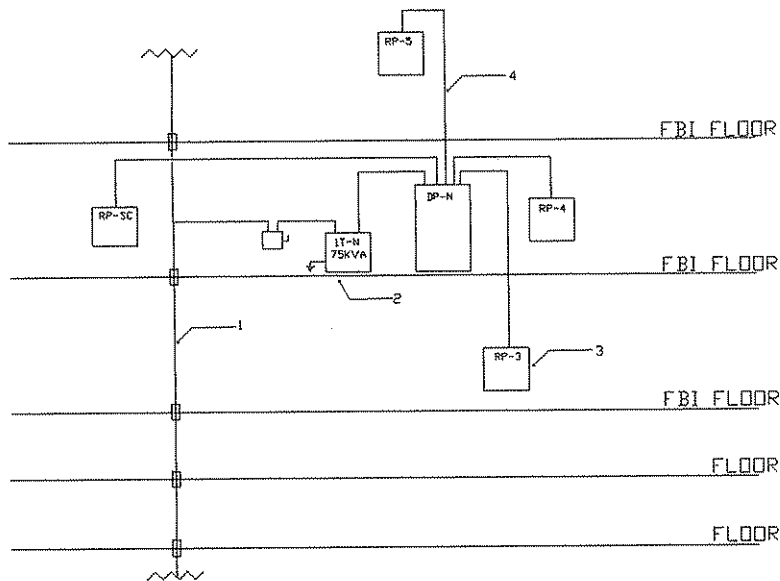
SFO NO. 2TX0254  
11/24/04

155

INITIALS  
LESSOR GOVT

(b) (6)

16.46 ELECTRICAL: TYPICAL SHIELDED POWER RISER



NOT TO SCALE  
REV. 7-9-96

NOTES:

- (1) BUILDING ELECTRICAL RISER
- (2) SHIELDED ISOLATION TRANSFORMER (SIZE AND NUMBER DEPENDENT ON LOAD)
- (3) TYPICAL RECEPTACLE PANEL 225 A, 120/208 V, 3 PHASE, 42 POLE  
MINIMUM 1 PER FLOOR. IF FLOOR PLATE EXCEEDS 12000 SQ FT MORE  
PANELS PER FLOOR SHALL BE REQUIRED
- (4) TYPICAL FEEDER IN EMT CONDUIT NEUTRAL SIZED FOR 100% NON-LINEAR LOADS
- (\*) FOR SHIELDED OUTLETS FOR COMPUTER TERMINALS

ELECTRICAL: TYPICAL SHIELDED POWER RISER

SFO NO. 2TX0254  
11/24/04

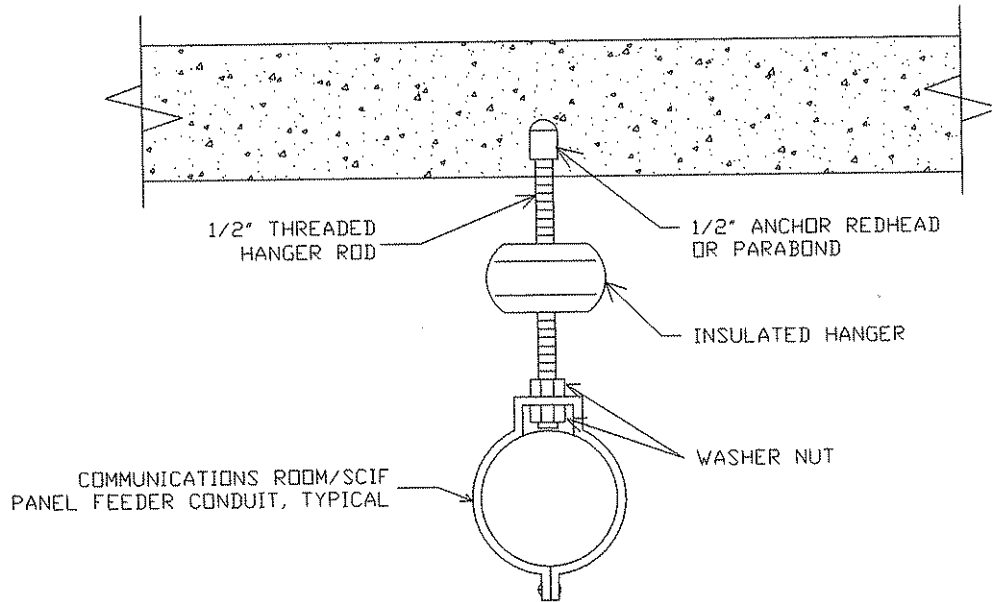
156

INITIALS

LESSOR

GOV'T

(b) (6)



NOT TO SCALE  
REV. 3-14-00

ELECTRICAL: ISOLATED CONDUIT HANGER

SFO NO. 2TX0254  
11/24/04

157

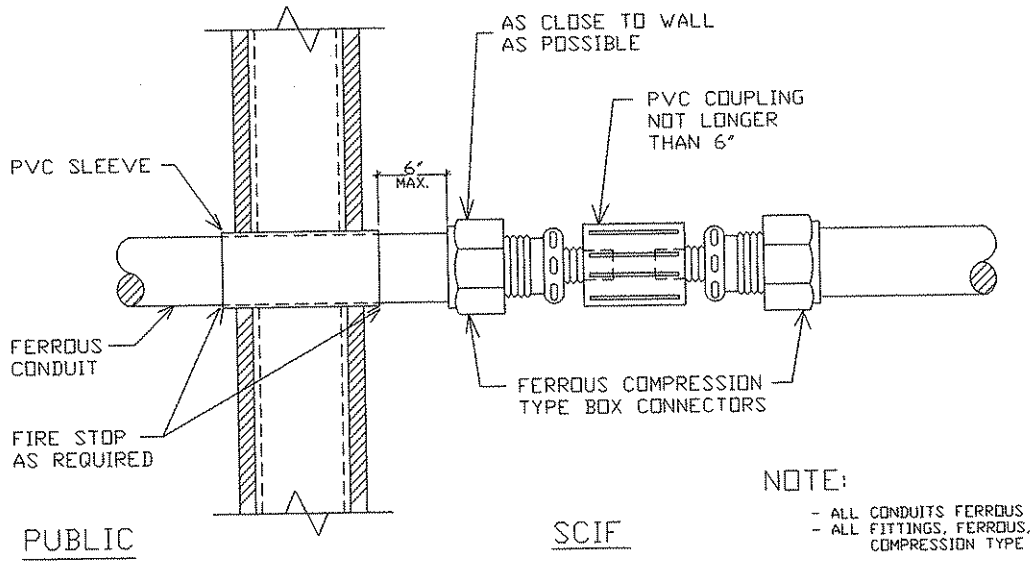
INITIALS

LESSOR

GOVT

(b) (6)





NOT TO SCALE  
REV. 7-9-96

## ELECTRICAL: CONDUIT DI-ELECTRIC BREAK

SFO NO. 2TX0254  
11/24/04

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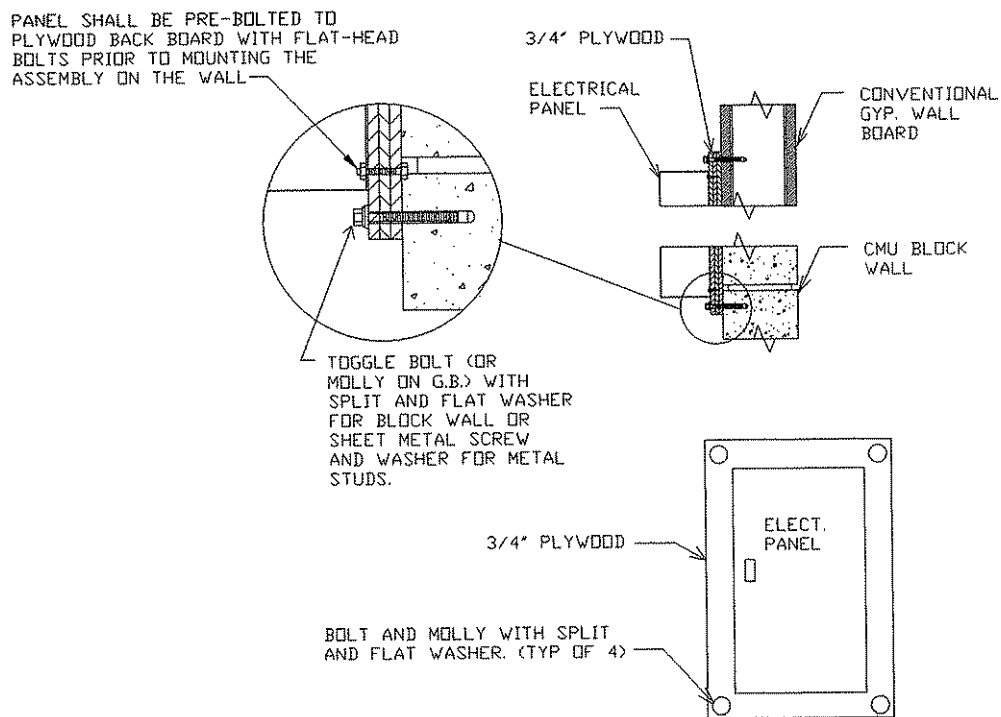
INITIALS

LESSOR

GOVT

(b) (6)

16.49 ELECTRICAL: ELECTRICAL PANEL DETAILS FOR ROOM 100, ROOM 101, AND ROOM 102



NOT TO SCALE  
REV. 12-03-01

ELECTRICAL: ELECTRICAL PANEL DETAILS  
FOR ROOM 100, ROOM 101, AND ROOM 102

SFO NO. 2TX0254  
11/24/04

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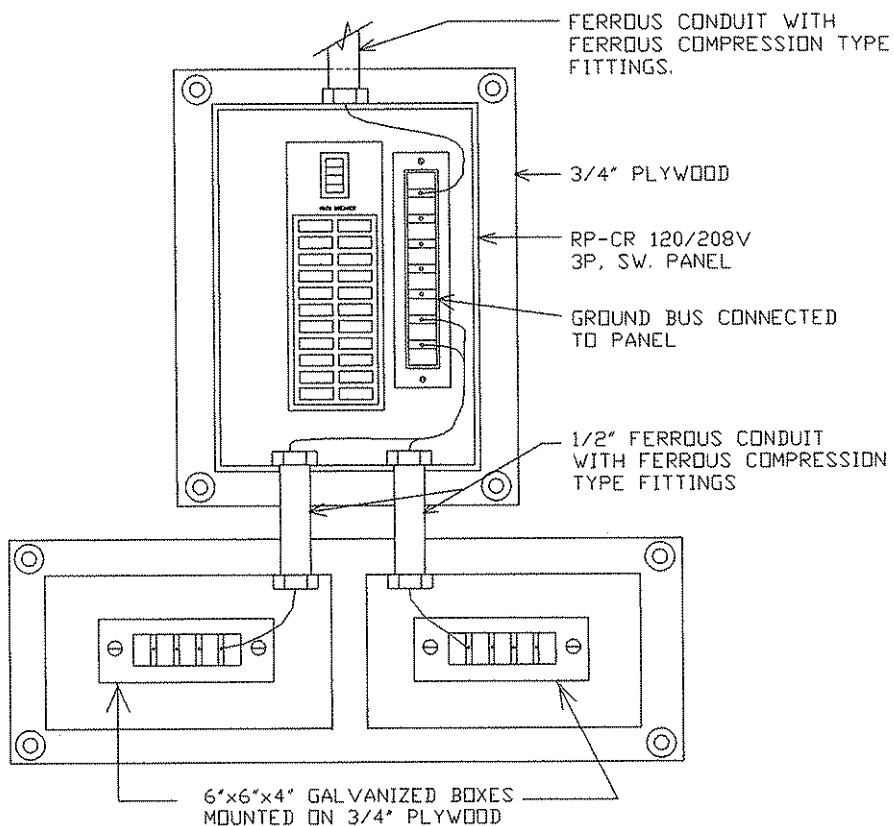
INITIALS

LESSOR

GOVT

(b) (6)

16.50 ELECTRICAL: RED AND BLACK SIGNAL GROUND BOX



\*NOTE: REQUIRED ONLY ON RP-CR AND RP-SCIF

REV. 7-9-96

ELECTRICAL: RED AND BLACK SIGNAL GROUND BOX

SFO NO. 2TX0254  
11/24/04

160

INITIALS

LESSOR

GOV

(b) (6)

**17.0 FORMS**

**17.1 U.S. GOVERNMENT LEASE FOR REAL PROPERTY (GSA STANDARD FORM 2)**

SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
156

INITIALS

(b) (6)  
LESSOR GOVT

17.2 SUPPLEMENTAL LEASE AGREEMENT (GSA FORM 276)

SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
157

INITIALS

(b) (6)  
LESSOR GOVT

**17.3 ORDER FOR SUPPLIES AND SERVICES (GSA FORM 300)**

SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
158

INITIALS

(b) (6)  
LESSOR GOVT



**17.4 CONTRACTOR'S QUALIFICATIONS AND FINANCIAL INFORMATION (GSA FORM 527)**

SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
159

INITIALS:

(b) (6)  
LESSOR GOVT

**17.5 LESSOR'S ANNUAL COST STATEMENT (GSA FORM 1217)**

SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
160

INITIALS:

LESSOR

GOVT

(b) (6)

**17.6 PROPOSAL TO LEASE SPACE (GSA FORM 1364)**

SFO NO. 2TX0254  
11/24/04

**FBI FIELD OFFICE**  
161

INITIALS

(b) (6)

LESSOR	GOVT
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**17.7 SOLICITATION PROVISIONS (GSA FORM 3516)**

SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
162

INITIALS:

(b) (6)

LESSOR

GOVT

**17.8 GENERAL CLAUSES (GSA FORM 3517)**

SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
163

INITIALS

(b) (6)  
LESSOR GOVT

**17.9 REPRESENTATIONS AND CERTIFICATIONS (GSA FORM 3518)**

SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
164

INITIALS:

(b) (6)  
LESSOR GOVT



**17.10 AUTHORIZATION AND RELEASE TO OBTAIN PAST PERFORMANCE INFORMATION STATEMENT**

SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
165

INITIALS

(b) (6)

LESSOR

GOVT

**17.11 MEMORANDUM OF UNDERSTANDING**

SFO NO. 2TX0254  
11/24/04

**FBI FIELD OFFICE**  
166

INITIALS:

(b) (6)  
LESSOR GOVT

**17.12 REAL PROPERTY CONVEYANCE AGREEMENT**

SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
167

INITIALS:

(b) (6)

LESSOR

GOVT

**17.13 LUMP SUM COSTS FOR ADJUSTMENTS**

The Government may choose to select the Lump Sum Items identified below as being reimbursable to the Lessor by the Government, and the costs shall therefore not be amortized into the rental rate. Lump Sum Payment will be made to the Lessor for these items upon inspection and acceptance of the leased space by the Government. The Offeror must provide a separate detailed cost breakdown for each individual Lump Sum item. The Lessor shall provide, install, and maintain each item. The Government reserves the right to accept or reject any or all lump sum cost items before or after award.

**1. FLOOR MATERIALS: (8)**

DESCRIPTION	UNIT COST
a. Cost to provide and install one (1) square yard of carpet tile, type #1.	\$ _____ per SY
b. Cost to provide and install one (1) square yard of upgrade carpet, type #2.	\$ _____ per SY
c. Cost to provide and install one (1) square yard of vinyl tile flooring.	\$ _____ per SY
d. Cost to provide and install one (1) square yard of quarry tile flooring.	\$ _____ per SY
e. Cost to provide and install one (1) square yard of epoxy floor sealant.	\$ _____ per SY
f. Cost to provide and install one (1) square foot of Raised flooring.	\$ _____ per SY
g. Cost to provide and install one (1) square yard of conductive vinyl tile flooring.	\$ _____ per SY
h. Cost to provide and install one (1) square yard of rubber floor system for Room 62A.	\$ _____ per SY

**2. WALLS: INTERIOR: (9)**

DESCRIPTION	UNIT COST
a. Cost to provide and install one (1) linear foot of office subdividing ceiling high partitioning type Wall A-1 Ceiling High. (Slab height _____).	\$ _____ per LF
b. Additional cost to provide and install one (1) linear foot of office subdividing partitioning type Wall A-2 Bullet-Resistant Partition. (Slab height _____).	\$ _____ per LF
c. Additional cost to provide and install one (1) linear foot of office subdividing partitioning type Wall A-3 Secured Storage Partition. (Slab height _____).	\$ _____ per LF
d. Additional cost to provide and install one (1) linear foot of office subdividing partitioning type Wall A-4 Slab-to-slab Partition. (Slab height _____).	\$ _____ per LF
e. Additional cost to provide and install one (1) linear foot of office subdividing partitioning type Wall A-5 Acoustically Treated Partition. (Slab height _____).	\$ _____ per LF
f. Additional cost to provide and install one (1) linear foot of office subdividing partitioning type Wall A-6 STC -45 Rated Wall. (Slab height _____).	\$ _____ per LF
g. Additional cost to provide and install one (1) linear foot of office subdividing partitioning type A-7 Perimeter Wall. (Slab height _____).	\$ _____ per LF
h. Additional cost to provide and install one (1) linear foot of office subdividing partitioning type Wall E Folding Acoustical Wall. (Slab height _____).	\$ _____ per LF
i. Cost to provide and install one (1) linear foot of slab-to-slab CMU wall construction. (Slab height _____).	\$ _____ per LF

**3. DOORS: INTERIOR: (3)**

DESCRIPTION	UNIT COST
a. Cost to provide and install one set glass double lobby entrance type doors and frame.	\$ _____ each
b. Cost to provide and install one Bullet-resistant door, (SPSA, Level III) meeting the requirements of Room 10. Door and frame.	\$ _____ each
c. Cost to provide and install one (1) Class 5 vault door as specified in Interim Federal Specification AA-D-00600 (GSA-FSS), and meeting the requirements of Room 85.	\$ _____ each

(b) (6)

4. DOOR: INTERIOR HARDWARE: (6)

	DESCRIPTION	UNIT COST
a.	Cost to provide and install one (1) storeroom function lockset, meeting the requirements of the Door and hardware specification #3.	\$ _____ each
b.	Cost to provide and install one (1) classroom function lockset, meeting the requirements of the Door and hardware specification #3.	\$ _____ each
c.	Cost to provide and install one (1) privacy function lockset, meeting the requirements of the Door and hardware specification #3.	\$ _____ each
d.	Cost to provide and install one (1) Von Duprin 98/99 Three-point latching device meeting the requirements of the Door and hardware specification #1.	\$ _____ each
e.	Cost to provide and install one (1) Wide view-one way peephole.	\$ _____ each
f.	Cost to provide and install one (1) Sargent and Greenleaf three position combination lock meeting the requirements of the Door and hardware specification #5.	\$ _____ each

17.14 FINGERPRINT CARD (FBI FORM FD-258)

SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
170

INITIALS

(b) (6)  
LESSOR GOV't



SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
171

INITIALS/

LESSOR

GOVT

(b) (6)

17.16 BACKGROUND DATA INFORMATION (FBI FORM FD-816)

SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
172

INITIALS

(b) (6)  
LESSOR GOVT

17.17 SECURITY ACKNOWLEDGEMENT FORM (FBI FORM FD-835)

SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
173

INITIALS

(b) (6)  
LESSOR GOVT

17.18 QUESTIONNAIRE FOR PUBLIC TRUST POSITIONS (FBI FORM SF-85P)

SFO NO. 2TX0254  
11/24/04

FBI FIELD OFFICE  
174

INITIALS:

(b) (6)  
LESSOR GOVT

17.19 QUESTIONNAIRE FOR SENSITIVE POSITIONS (FBI FORM SF-86)

**AMENDMENT NO. 1**

**SOLICITATION FOR OFFERS 2TX0254  
FEDERAL BUREAU OF INVESTIGATION**

**December 3, 2004**

The purpose of this amendment is to provide additional information related to this procurement.

**Solicitation for Offer Paragraph 2.2 HOW TO OFFER**

**B. OVERVIEW OF TECHNICAL EVALUATION AND SELECTION PROCESS**

2. In Phase 1, Offerors are required to submit proposals that include six (6) copies of information on the Offeror's technical approach and technical qualifications; detailed price proposals are not required. After evaluating Phase 1 proposals based on the Phase 1 minimum requirements and the Phase 1 evaluation factors, GSA will select, not to exceed, the five (5) most highly qualified Offerors. Only those Offerors will be requested to submit Phase 2 proposals. Please send copies as follows:

Daphne Hadley (4 copies)  
GSA  
819 Taylor Street, Rm. 12B100  
Fort Worth, TX 76102

Tracy Harter (1 copy)  
GSA  
727 E. Durango Blvd., Rm. B602  
San Antonio, TX 78206

Jeffrey Navarro (1 copy)  
GSA  
300 E. 8<sup>th</sup>, Rm. G150  
Austin, TX 78701

(b) (6)

✓ Daphne E. Hadley, Contracting Officer

This amendment is included in the mailing of the original Solicitation for Offers

(b) (6)

\_\_\_\_\_  
Typed Name of Offeror

\_\_\_\_\_  
Signature of Offeror/Date

## AMENDMENT NO. 2

### SOLICITATION FOR OFFERS 2TX0254 FEDERAL BUREAU OF INVESTIGATION

December 16, 2004

The purpose of this amendment is to provide additional information related to this procurement.

#### **SOLICITATION FOR OFFER PARAGRAPH 1.11      UNIQUE REQUIREMENTS**

a.) Each offeror will allocate \$24,877.56 to fund an Environmental Assessment on the site chosen of approximately 10.0840 acres of vacant land out of a 148 acre tract described by Deed recorded in volume 7451 page 2087 of the official public records of real property of Bexar County Texas and being out of the Anselmo Pru original survey No. 20. Abstract 574.NCB.14861, City of San Antonio, Bexar County Texas. The successful offeror will expect a rental reduction on his first months rent. This figure should not be included in your offer and will not be evaluated as part of the offer.

b.) Each offeror will allocate \$10,000 to fund ALTA Survey on the site chosen of approximately 10.0840 acres of vacant land out of a 148 acre tract described by Deed recorded in volume 7451 page 2087 of the official public records of real property of Bexar County Texas and being out of the Anselmo Pru original survey No. 20. Abstract 574.NCB.14861, City of San Antonio, Bexar County Texas. The successful offeror will expect a rental reduction on his first months rent. This figure should not be included in your offer and will not be evaluated as part of the offer.

#### **SOLICITATION FOR OFFER PARAGRAPH 2.3 TECHNICAL PROPOSAL EVALUATION CRITERIA**

A. The information in Phase 1 shall be submitted no later than the close of business on the offer due date.

B. **PHASE 1:**

Phase 1 evaluates the Offeror's team (developer, architect, and professional engineers general contractor, and management team), key personnel, and management and technical approaches based on a number of factors. These factors include previous experience with 3 similar projects, (defined as projects of comparable size, scope, requirements, and technical complexity completed within the past 10 years, at least one of which was a design/build project), quality of past designs, key personnel qualifications, past performance, and management and technical approaches to cost control, project management, energy efficiency, and lease management. Refer to the "Other Award Factors" paragraph in the OFFER EVALUATION section of this SFO and to the "Past Performance" questionnaire attached to this SFO.

(b) (6)



1. *Past performance.*

a. *Factor Description:*

- i. This factor considers the quality of the Offeror's past performance in carrying out work of a similar nature with respect to design, construction, and/or design-build. Consideration will be given to success in areas of technical quality, delivery, timeliness, and budget maintenance. The definition of "similar projects" for evaluation purposes is described above. Each project evaluated need not have all the elements of similarity to be considered. However, the Offeror must demonstrate, through a combination of projects, similar experience in design, construction, and/or design-build.
- ii. Past performance information to be evaluated include timeliness of delivery/performance, including adherence to contract schedules and timely submission or performance of required tests and submittals; resolution of disputes and delays, number of "show cause" letters and cure notices issued, number of contract extensions resulting from contractor-caused delays; conformance to contract requirements, including quality of workmanship, timeliness, and adequacy of correction of deficiencies, number and extent to warranty problems; on-the-job safety performance record including the number of lost or restricted workdays due to occupational injuries in comparison to the national average; compliance with key contract provisions (e.g., subcontracting program, labor standards, safety standards, reporting requirements, etc.); the Offeror's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's business-like concern for the interest of the customer.
- iii. Evaluators will contact 5 projects that have similar scope, requirements, and/or complexity to the projects addressed by this SFO. If a joint venture, the Offeror shall submit both design and construction projects showing all required experience. Evaluators may consider performance on contracts which are not submitted by Offeror if they have knowledge of them. The same basic questions shall be asked of each reference contacted. Refer to the attached "Past Performance" questionnaire. The interviews shall be documented to indicate who called for GSA, who was interviewed, questions asked, and answers provided. The documentation must be reviewed by all evaluators.
- iv. *References.* The Government intends to contact those individuals and firms that are listed as references by the Offeror to 1) verify that the Offeror's characterization of its involvement is accurate and 2) solicit their assessments of the quality of those services that were provided. It is the Offeror's responsibility to verify that all references can be reached by telephone. If a reference cannot be located based upon the information provided by the Offeror, the Government is not required to consider the listed project. If the Government cannot obtain past performance information from a sufficient number of sources, then the Government may find a proposal unacceptable. The Government is not required to contact all references provided but will contact a sufficient number of references from each Offeror to ascertain a reasonable determination of the Offeror's Past Experience and Past Performance. Offerors will be required to sign an Authorization and Release to Obtain Past Performance Information Statement. Refer to the FORMS section of this SFO. The Government reserves the right to contact references not listed in the Offeror's proposal.
- v. *Confidentiality of Past Performance Information.* The Government reserves the right to maintain the confidentiality of the past performance information provided by the references listed by the Offeror, as well as references obtained by other means. By submitting a proposal for consideration under this solicitation, the Offeror agrees that it shall not seek to discover from any source the contents of such communications. The Offeror shall retain the right to be debriefed by the Government on its general findings as to its past performance but releases the Government from any obligation to divulge the source of any information relied upon its evaluation.
- vi. *Completeness of Past Performance Information.* Failure to list any project which qualifies for inclusion under the past performance criteria stated above may be grounds for drawing a negative inference as to an Offeror's qualifications or responsibility and may result in a determination that the proposal is not acceptable.

b. *Submittal Requirement:*

- i. All of the Offeror's key personnel must submit projects in which they have had a primary role in the performance of services within their respective disciplines in 3 multi-story commercial office buildings, involving approximately 100,000 gross square feet or more per building, within the past 10 years. At least 1 of the submitted buildings must have been a design-build project within the last 10 years. Failure to submit the required project information will result in the Offeror being considered unresponsive. Each Offeror's key personnel must have performed on 3 projects, and each shall submit the information on their project individually. ~~Each of the projects submitted must include the completed "Past Performance" questionnaire attached to this SFO and a~~ A narrative of not more than 2 typewritten, single-spaced pages, one 8" wide x 10" long photograph, and project references with current contacts and telephone numbers for each project discussed. The narrative must 1) include sufficient information to show that the project discussed had similar scope, requirements, and/or complexity to the project described in this SFO and 2) ~~address the questions posed in the "Past Performance" questionnaire.~~

And any other reference to the Past Performance Questionnaire.

(b) (6)

**SOLICITATION FOR OFFER PARAGRAPH 5.9****ROOFTOP ANTENNA****A. VHF/UHF ANTENNA REQUIREMENTS:**

Space and appropriate mounting support shall also be provided on the roof for the mounting of ONE (1) very high frequency (VHF) communications antennas with 22-foot, 0-inch vertical mast heights. A specific design intent for the VHF antenna mounting structure such as a reinforced mechanical screen, mechanical penthouse wall, or I-beam arrangement shall be proposed by the Lessor based upon local code requirements and the configuration of the roof structure(s). This design shall be coordinated with, and reviewed and approved by, the FBI.

**B. HF ANTENNA REQUIREMENTS:**

A suitable location on the roof of the building shall be provided for the mounting of 1 high frequency (HF) radio antenna. The antenna shall be located in an open and clear area away from other antennas and structures (including the FBI's other antennas). The FBI will install one 35-foot, 0-inch vertical whip antenna mounted on the rooftop to a steel or pre-drilled aluminum plate secured to a set of I-beams with 12 ground plane radials running along the roof outward from this mounting plate for a distance of 36 feet, 0 inches. These radials are of #10 copper, lie on top of the roof, and run at 30-degree angles to each other. They can be covered for protection at the Lessor's discretion.

C. The antenna and coupler are provided and will be installed by the FBI. The mounting plate and set of I-beams shall not be secured to the building framework. The 35-foot, 0-inch vertical whip antenna shall require 4 guy ropes secured at 90 degrees to each other and connected to secure guy points on the roof area. An alternate method of guying would require 3 guy ropes spaced 120 degrees apart.

D. The Lessor shall provide the guy ropes and tie down points. Refer to the "Antennas: Room 95 and Antenna Layout" diagrams in the DIAGRAMS AND SPECIFICATIONS section of this SFO.

**E. ROOF ACCESS REQUIREMENTS:**

Access to the roof deck shall be through a minimum of 1 stairwell extended to the main roof deck in the area designated for the installation of the FBI's antennas. The Lessor shall provide a full-size (3'-0" wide x 7'-0" long) opening onto the roof. The Lessor shall provide a walkable roof surface for access to each of these antennas.

**F. ROOF ELECTRICAL REQUIREMENTS:**

Outdoor weather-tight electrical receptacles tied into the essential power system shall be provided per code at designated locations on the roof to support the antenna structure and installation.

**G. LOCATION:**

Room 94 shall be located on the top floor of the building. Final location shall be coordinated with the FBI.

H. The exact location and positioning of antennas/dishes and/or any required towers shall be coordinated with FBI personnel. The Lessor shall advise the Government in writing of any local code restrictions, jurisdictions, or permit requirements which would impact the installation of any antennae/dishes or towers on the roof of the proposed building or the site itself at the initial offer stage.

I. Space shall be provided on the roof of the building for the mounting of ONE (1) 6-foot, 0-inch diameter microwave antenna(s). The sites that cannot provide a clear line of site path for FBI communications will not be considered.

J. EXPLANATION: FBI has one 6 foot dish for the Trilogy back-up and one 4 foot dish for the NCIC terminal. They also have four (4) dishes for Dishnetwork TV

**SOLICITATION FOR OFFER PARAGRAPH 13.15****ROOM 87**

A. Size: 3,000 SF

B. Qty: 1

C. Floor Finish: Space Saver systems will be installed by Government contractor. Vinyl composition tile shall be installed over Space Saver rails by the Lessor. Floor Covering **SHALL NOT** be installed until after rails are installed by FBI vendor.

D. Structural: Minimum 200 psf live load shall be provided. The Lessor's structural engineer shall determine actual floor load required based on equipment to be installed in room and shall provide these calculations to the Government for review.

E. Walls: Wall Type A1.

F. Ceiling height: Minimum 9 feet, 0 inches. The Lessor shall be responsible for meeting any code requirements for sprinkler clearance above the Space Saver systems which may necessitate a higher ceiling. Assume all Space Savers where referenced are approximately 8' 7" inches high, top to bottom.

G. Special Electrical: The Lessor shall provide 1 standard electrical outlet for each row of power Space Saver units.

SOLICITATION FOR OFFER PARAGRAPH 17.11 MEMORANDUM OF UNDERSTANDING

DELETE THIS REQUIREMENT

(b) (6)

Daphne E. Hadley, Contracting Officer

I hereby acknowledge receipt of Amendment No. 2 to SFO 2TX0254

\_\_\_\_\_  
Typed Name of Offeror

\_\_\_\_\_  
Signature of Offeror/Date

(b) (6)

### AMENDMENT NO. 3

## SOLICITATION FOR OFFERS 2TX0254 FEDERAL BUREAU OF INVESTIGATION

January 4, 2005

The purpose of this amendment is to provide additional information related to this procurement.

### SOLICITATION FOR OFFER PARAGRAPH 1.5 LOCATION IN THE COMMUNITY/SITE OPTION AGREEMENT

- A. The locations selected for the FBI Field Offices must be easily accessible to major highway arteries. The space shall be located in surroundings that are conducive to a professional business area or a campus-like environment with buildings of a similar nature.
- B. The Field Office will be constructed on a site of approximately 10 acres (South of University Heights) in the City of San Antonio, Texas. See the attached Assignable Option to Purchase Agreement. The site consists of unimproved land to which the utilities and infrastructure and all off-site improvements (excluding sidewalks and driveways) are available. It is the sole responsibility of the successful Offeror to obtain and connect the necessary services from the local utility companies. The successful Offeror agrees to be bound by the Memorandum of Understanding and Real Property Conveyance Agreement. Refer to the FORMS section of this SFO

### SOLICITATION FOR OFFER PARAGRAPH 1.11 UNIQUE REQUIREMENTS

- b.) Each offeror will allocate \$3,000 to fund ALTA Survey on the site chosen of approximately 10.0840 acres of vacant land out of a 148 acre tract described by Deed recorded in volume 7451 page 2087 of the official public records of real property of Bexar County Texas and being out of the Anselmo Pru original survey No. 20. Abstract 574.NCB.14861, City of San Antonio, Bexar County Texas. The successful offeror will expect a rental reduction on his first months rent. This figure should not be included in your offer and will not be evaluated as part of the offer.

### SOLICITATION FOR OFFER PARAGRAPH 17.12 REAL PROPERTY CONVEYANCE AGREEMENT

Replace Exhibit "A" (Legal Description attached behind this page). Page 6 of the ASSIGNABLE  
OPTION TO PURCHASE AGREEMENT

(b) (6)

Daphne E. Hadley, Contracting Officer

I hereby acknowledge receipt of Amendment No. 3 to SFO 2TX0254

(b) (6)

Typed Name of Offeror

Signature of Offeror/Date

**AMENDMENT NO. 4**

**SOLICITATION FOR OFFERS 2TX0254  
FEDERAL BUREAU OF INVESTIGATION**

**March 11, 2005**

The purpose of this amendment is to provide additional information related to this procurement.

**SOLICITATION FOR OFFER 2TX0254 - Add**

**ADDITIONAL SECURITY Pages 1 - 9**

(b) (6)

Daphne E. Hadley, Contracting Officer

I hereby acknowledge receipt of Amendment No. 4 to SFO 2TX0254

(b) (6)

\_\_\_\_\_  
Typed Name of Offeror

\_\_\_\_\_  
Signature of Offeror/Date

## **ADDITIONAL SECURITY**

### **1. Compound and Compound Perimeter**

**A. Perimeter Fence.** The property shall be surrounded by an eight-foot high perimeter fence. This fence may be incorporated into the anti-ram barrier. The fence's height will be measured from the exterior side of the fence, going from the ground to the top of the fence. Local authority having jurisdiction may ultimately define the height requirement, but, under no circumstances shall the fence be less than six feet high.

**B. Anti-Ram Protection.** Anti-ram protection shall be provided around the FBI's entire facility. This anti-ram protection is required to be placed a minimum of 100 feet from the occupied building. Code-required parking need not be located within the 199 foot standoff distance.

(1) The anti-ram requirement shall be constructed to stop a 15,000 pound vehicle traveling at 50 miles per hour with a penetration of not more than 3 feet of the exterior side of the barrier. Barrier must comply with the State Department Standard 02.01 (SD-STD-02.01).

(2) The lessor shall submit final construction calculations on all passive anti-ram barriers that have been engineered for anti-ram perimeter protection, i.e., anti-ram knee wall or berm. Additionally, the lessor shall provide adequate drainage, heating, etc. as needed to accommodate site-specific needs associated with active anti-ram vehicle barriers.

(3) An active vehicular sliding gate(s) or swing gate shall be provided at all vehicular access points. These gates are not required to meet anti-ram standards. However, if an anti-ram gate is used, this installation will not preclude the installation of an anti-ram barrier, as the sliding gate or swing gate will not meet the minimum activation time.

(4) The vehicle gate, anti-ram barriers, and lighting shall be on essential power.

(5) Controls for the vehicle gate and anti-ram barriers shall be located in the Compound Access Control Booth (CAC), with override controls located in Room #91 (NIGHT DUTY ROOM).

### **C. Compound Visitor Access Control Booth.**

(1) **Visitor CAC General Requirements.** The Visitor Compound Access Control Booth (VCAC) is a separate facility,



usually located in proximity of the main entrance area to the compound. This booth shall be integrated into the anti-ram perimeter barrier and fence. The lessor shall design the access point in such a way as to control the flow of pedestrians while at the same time not interfering with vehicular traffic. The windows of the booth shall be located so that the guard has direct visual observation of the screening process, the entrance gate(s), and any other areas under their control.

(a) The VCAC shall be placed in close proximity to the designated visitor parking lot and shall provide access onto the compound via the VCAC in such a manner that will not interfere with vehicular traffic.

(b) The booth will house a walk-through metal detector (WTMD), a handheld metal detector, package x-ray screening machine, business counter of sufficient size to deal with the general public, desk space for a computer system, and holding lockers. The booth should also allow for the future installation of explosive detection technology (The measurements for planning purposes will be a 30" X 30" machine set upon a counter not less than 30" high.)

(c) The building's walls, doors, windows, and man-passable openings shall provide ballistic (Level III, SPSA) protection. Remaining walls of the pedestrian screening area shall be constructed of 'substantial' material, e.g., reinforced concrete, masonry, etc. Any portion of the pedestrian screening area that constitutes the perimeter wall of the compound shall provide anti-ram protection. All glazing that is not rated for ballistic protection shall be constructed using 12 mm laminated heat-strengthened or thermally tempered glass with a 25 mm bite in a metal frame (no lightweight aluminum). Laminated glass shall have a 60 mil thick Polyvinylbuterol interlayer. This includes door glazing as well as windows. Windows (other than ballistic glazing) are not permitted to be operable. HVAC shall be provided. The pedestrian screening area, including HVAC, security equipment and lighting, shall be on emergency power.

(d) The guard is required to have 360 degree visual access outside the perimeter wall. The lessor shall provide a duress alarm and an intercom/communication link with the main building reception/communication function booth. Lighting in the guard booth shall be on a dimmer switch.

(e) The windows of the booth shall be located so that the guard has direct visual control of the screening process, the entrance gate(s), and any other areas under his control.



**D. Vehicle Gate(s).** A lockable sliding vehicle gate shall be provided at the site perimeter at each vehicle entrance. The gate shall be a minimum of eight feet high. The vehicle gate shall be electronically controlled at the Vehicle Compound Access Control (CAC) guard booth, with an override control placed within the facility in Room 91. (NIGHT DUTY ROOM)

**E. Site Signage.** The lessor shall provide off-site and entrance signs; have on-site directional signs, parking signs, and cautionary signs for visitors, employees, service vehicles, and pedestrians. This is in addition to the SFO requirements.

**F. Facility Vehicle Parking.** Permanent vehicular parking will be placed no closer than 20 feet of any occupied building.

**(1) Underground Parking.** The lessor shall not design underground parking if possible. If the design is forced to provide underground parking due to space considerations, local code, or the area's density, then the lessor shall ensure that the design incorporates an ability to vent pressures for an underground confined explosion. The lessor shall further ensure that the design incorporates sufficient reinforcement to deal with the upheaval and failure of the floors caused from the effects of an explosive device and the implications these excess loads would place upon the columns and beams that could cause progressive collapse of the facility.

**(2) Visitor Parking.** All visitor parking, shall be located on the exterior of the anti-ram protection and shall be separated from employee parking.

**G. Lighting.** General site lighting shall be a minimum of 2 foot candle (fc) measured at the cross over mid-point between multiple lights, one meter above the ground.

**(1) Compound Access Booth** shall be illuminated with a minimum of 5 fc illumination that will include the entry/exit driveways and a surrounding area of the booth of not less than 10 feet. This illumination shall be provided 360 degrees around the CAC.

**(2) Vehicular and pedestrian circulation areas** shall be illuminated a minimum of 5 fc and horizontally maintained. Perimeter lighting shall be continuous and on both sides of the perimeter barriers.

**H. Landscaping.** Landscaping design elements that enhance security are desired. A clear zone, free of auxiliary buildings, parking, or man-made obstructions, shall be provided, measuring 15 feet inward from the protected side of the perimeter wall. Only the CAC and electrical site transformer utility building may be located in this clear zone. In these cases, the clear zone shall extend 15 feet inward from the exterior of those buildings. Landscaping in the clear zone shall be limited to items that will not over time obscure local guard or camera vision.

## **2. General Building Design Criteria**

### **A. Structural and Blast Design Protection Guidelines for FBI Facilities.**

**(1) Setback.** A minimum setback distance of 100 feet shall be provided for the main facility and annex. However, if given the expanse of space and the ability to increase setback, the lessor should take every advantage of increasing the setback.

**(2) Windows.** All designs shall incorporate a minimalist approach for the installation of glazing openings at the lower levels of the facility. Windows should be minimized in the lower floors of the building on the exterior faces of the building where the blast pressures are higher from an external threat. As the facility progresses in height, the incorporation of additional glazing openings may be expanded.

**(a) Window Walls** or curtain walls shall not be included in the design and will not be accepted by the FBI. Windows shall be made of tempered glass, laminated glass, or glass/polycarbonate security glazing. If the window is designed to stay in the frame, loadpath into the structure shall be maintained. All windows in the facility will be non-operating.

**(3) Structure.** The design of "U" and "L" shaped buildings or buildings with reentrant corners shall be avoided. Buildings shall be designed with 3 or more structural bays in order to provide additional redundancy and lateral resistance to blast loads.

**(4) Materials.** Cast in place reinforced concrete is the preferred construction material. Other materials that provide sufficient ductility are also accepted. Precast and prestressed, concrete, unreinforced masonry construction and EFIS will not be permitted.

(b) (6)

**(5) Transfer Beams/Girders.** Transfer Beams/Girders shall not be designed for use in the facility. The loss of transfer beams/girders reduces the redundancy in the system and can lead to progressive collapse of the structure.

**(6) Floor Slabs.** Two-way floor slab design with symmetrical reinforcement shall be designed into the structures.

**(7) Reinforced Concrete Beams.** Staggered lap splices shall be used to fully develop the capacity of the reinforcement. Symmetrical reinforcement to resist load reversals on a beam shall be designed into the structure.

### **3. Interior Design Criteria**

**A. Building Setback.** The occupied building is required to have a minimum setback (also known as standoff) of 100 feet. Setback shall be measured from the exterior of the anti-ram barrier to the exterior facade of the office building(s). At the vehicle entrance, the 100 foot setback shall be measured from the attack side (exterior) of the active anti-ram barrier or perimeter wall to the building exterior. The building shall be designed and constructed to meet the GSA Progressive Collapse Analysis and Design Guidelines dated June 2003.

**B. Blast Criteria.** The building exterior (walls and windows) shall be designed in compliance with the "Draft Inter-Agency Design Criteria dated October 31, 2003". The blast load pressures are:

10 PSI / 89 PSI/MSEC measured at 50 feet.

**(1)** There is no blast criteria for equipment mounted on the roof of buildings, for unoccupied utility buildings, separate loading dock areas, transformer building, separate generator building, or CACs.

**(2)** The lessor shall hire a blast consultant for the duration of the design and construction process. This consultant shall submit blast design calculations to validate that the facility design meets or exceeds acceptable levels of protection against blast waves identified above. This includes all exterior walls and windows.

**C. Courtyards.** A courtyard is considered protected when it is surrounded by occupied space where the exterior walls are higher than 16 feet above grade or accessible platform. Any courtyard that is not protected shall meet the same level of blast protection as the exterior walls of the building.

#### **4. Dedicated Employee Entrance**

(A) The building shall provide a separate dedicated employee entrance/exit. The dedicated employee entrance/exit shall provide for an enclosure foyer that is placed prior to the access controls identified below.

(B) The lessor shall provide electronic access controlled full-height revolving doors/portals, allowing access to and egress from the main facility. The number of revolving doors/portals shall be determined by the lessor based on the calculated employee traffic. The lessor shall contract with companies that provide revolving door/portals with a nationwide maintenance capability. Seenex LLC and SNA Access Control Corporation are two; however, others will be considered providing they meet this criteria. ACS stations will be provided at all perimeter entry/exit points, parking garage, and facility entrances.

(C) This revolving door/portal system shall work in conjunction with the fire/life safety system. In the event of a fire emergency, the doors shall fail open. Any fire alarm pull box located in an area accessible by non-cleared personnel shall not deactivate the doors, but will annunciate the alarm (i.e., main lobby of the building) to the local guard control center.

**5. Building Delivery and Loading Docks.** Delivery vehicles should be routed to the loading dock area in such a manner that the vehicle does not pass along the side of the main facility. Instead, a direct approach from the rear should be developed.

(A) The loading dock area should be designed as a separate but attached building to the main facility. The common wall shall be reinforced and serve as a shield or buffer to the main facility in the event of contamination or blast. As such, it is highly recommended that the loading dock not be incorporated into the main facility, i.e., share load bearing columns or beams, share common walls and have separate HVAC systems.

(B) CCTV coverage shall be provided to the loading dock screening/delivery area. A secondary access door with dual access control shall be installed that provides for entry into this area from the outside.

**6. Building Emergency Notification Systems.** Building Emergency notification systems shall be designed for the facility. The issue of providing the system within a SCIF becomes a security concern. When required by local/state/federal fire and life safety regulations or laws, the following requirements are established:

(A) All incoming wiring shall breach the SCIF at one point. In systems that require notification only, the system shall have a high gain buffer amplifier. The system shall comply with UFAS codes.

(B) In systems that require two-way communication, the system shall have electronic isolation (a fiber optic isolator). SCIF occupants should be alerted when the system is activated (prominent red light, flashing strobe or similar visual device and secondary audio annunciators). The system shall comply with UFAS codes.

**I. Building Automated Maintenance Systems.** Remote access of building automated maintenance and environmental control systems is not permitted. All monitoring shall be performed on site, without any externally connected direct patch remote diagnostic connectivity allowed for any BAMS related functions.

**J. Garage Door Specifications.** All Garage doors shall be a minimum of 22 gauge metal, insulated door with dual heavy duty sliding deadbolts at each end.

**K. Access Control System.** All controlled doors shall utilize motor driven type door latches capable of withstanding 2000 pounds of brute force entry.

**L. Emergency Generator.** The fuel point shall be designed so that the delivery vehicle does not have to come closer than 100 feet of the occupied facility.

### REFERENCES

1. Interagency Security Committee (ISC) Design Criteria for New Federal Office Buildings and Major Modernization Projects; May 28, 2001
2. Memorandum for Heads of Service and Staff of ICES Regional Administrators dated October 15, 2001; F. Joseph Moravec Commissioner, GSA
3. Memorandum for Assistant Regional Administrators for Public Buildings Service dated April 26, 2002; F. Joseph Moravec Commissioner, GSA
4. DRAFT Interagency Security Committee (ISC) Design Criteria for New Federal Office Buildings and Major Modernization Projects October 31, 2003
5. General Services Administration Security Reference Manual, Part 3; Blast Design and Assessment Guidelines July 31, 2001
6. General Services Administration Progressive Collapse Analysis and Design Guidelines for New Federal Office Buildings and Major Modernization Projects June 2003
7. General Services Administration Standard Test Method for Glazing and Windows Subject to Dynamic Over pressure Loadings; January 1, 2003
8. Director Central Intelligence Agency (DCI) Physical Security Standards for Sensitive Compartmented Information Facilities; Effective 18 November 2002 (with administrative corrections 23 December 2002)
9. Department of State Foreign Affairs Handbook 12 FAH 5; Physical Security Handbook; dated Jun 6 1997

10. Lessons from the Oklahoma City Bombing: Defensive Design Techniques  
Authors: Eve E. Hinman and David J. Hammond  
American Society of Civil Engineers Press 1997
11. Federal Emergency Management Administration (FEMA)  
Risk Management Series; Reference Manual to mitigate  
Potential Terrorist Attack Against Buildings; dated  
December 2003



## AMENDMENT NO. 5

### SOLICITATION FOR OFFERS 2TX0254 FEDERAL BUREAU OF INVESTIGATION April 1, 2005

The purpose of this amendment is to provide additional information related to this procurement.

#### SOLICITATION FOR OFFER PARAGRAPH 1.3 AMOUNT AND TYPE OF SPACE

##### C. PARKING:

1. Amount and Type.

- a. The Lessor shall provide a minimum of 209 inside secured parking spaces. These spaces shall be available on site and shall be secured as described below. The spaces shall be non-tandem (no stacked) parking spaces, capable of accommodating full-size passenger vehicles, utility vehicles, and light trucks. The Lessor shall provide parking as normally furnished in accordance with local codes and based on the square footage to be occupied by the Government or the parking requested above and in Parking (b) whichever is larger. A minimum of 20 visitor parking spaces shall be provided.
- b. One additional reserved parking space shall be provided at a separate, service/non-public entrance for suspect drop-off and for deliveries. This parking space shall be near the building service elevator to facilitate deliveries and the movement of furniture, etc.
- c. Signs shall be provided and installed in the visitors parking area to alert the public to stringent towing policies and the removal of unauthorized vehicles. Signs shall indicate the following: "A \$50 to \$300 fine will be imposed for violations."

#### SOLICITATION FOR OFFER PARAGRAPH 1.4 EXPANSION CAPABILITY

The Lessor shall be capable of providing no less than 35 percent contiguous expansion space and 35 percent of the total secured parking spaces over the life of the Government's entire lease term. The expansion space shall not compromise the established perimeter security setback. Provision of the expansion space shall be accomplished with minimal disruption to the tenant. All structural reinforcements required to accommodate the Lessor's expansion proposal must be included in the Offeror's initial cost proposal.

DELETE AMENDMENT 4 ADDITIONAL SECURITY AND REPLACE WITH ADDITIONAL  
SECURITY Pages 1 - 6

(b) (6)

Daphne E. Hadley, Contracting Officer

I hereby acknowledge receipt of Amendment No. 5 to SFO 2TX0254

(b) (6)

\_\_\_\_\_  
Typed Name of Offeror

\_\_\_\_\_  
Signature of Offeror/Date

## **1. Building and Site Perimeter**

**A. Perimeter Fence.** The property shall be surrounded by an eight-foot high perimeter fence. This fence may be incorporated into the anti-ram barrier. The fence's height will be measured from the exterior side of the fence, going from the ground to the top of the fence. Local authority having jurisdiction may ultimately define the height requirement, but, under no circumstances, shall the fence be less than six feet high.

**B. Building Setback.** A minimum setback distance of 100 feet shall be provided for the main facility and annex. However, if given the expanse of space and the ability to increase setback, the lessor should take every advantage of increasing the setback.

**C. Anti-Ram Protection.** Anti-ram protection shall be provided around the FBI's entire facility. This anti-ram protection is required to be placed a minimum of 100 feet from the occupied building. Code-required parking need not be located within the 100 foot standoff distance. At the vehicle entrance, the 100 foot setback shall be measured from the attack side (exterior) of the active anti-ram barrier or perimeter wall to the building exterior.

(1) The anti-ram requirement shall be constructed to stop a 15,000 pound vehicle traveling at 50 miles per hour with a penetration of not more than 3 feet of the exterior side of the barrier.

(2) The lessor shall submit final construction calculations on all passive anti-ram barriers that have been engineered for anti-ram perimeter protection, i.e., anti-ram knee wall or berm, with the 35% construction drawings. Additionally, the lessor shall provide adequate drainage, heating, etc. as needed to accommodate site-specific needs associated with active anti-ram vehicle barriers.

(3) An active vehicular sliding gate(s) or swing gate shall be provided at all vehicular access points. These gates are not required to meet anti-ram standards. However, if an anti-ram gate is used, this installation will not preclude the installation of an anti-ram barrier, as the sliding gate or swing gate will not meet the minimum activation time.

(4) The vehicle gate, anti-ram barriers, and lighting shall be on essential power.

(5) Controls for the vehicle gate and anti-ram barriers shall be located in the Compound Access Control Booth (CAC), with override controls located in Room #91.

#### **D. Compound Visitor Access Control Booth**

**(1) Visitor CAC General Requirements.** The Visitor Compound Access Control Booth (VCAC) shall be a separate facility, usually located in proximity to the main entrance area of the compound and the designated visitor parking lot. This booth shall be integrated into the anti-ram perimeter barrier and fence. The lessor shall design the access point in such a way as to control the flow of pedestrians while at the same time not interfering with vehicular traffic. The windows of the booth shall be located so that the guard has direct visual observation of the screening process, the entrance gate(s), and any other areas under their control.

(a) The booth will house a walk-through metal detector (WTMD), a handheld metal detector, a package x-ray screening machine, a business counter of sufficient size to deal with the general public, desk space for a computer system, and holding lockers. The booth should also allow for the future installation of explosive detection technology (The measurements for planning purposes will be a 30" X 30" machine set upon a counter not less than 30" high.) The equipment housed in the booth will be provided by the Government.

(b) The building's walls, doors, windows, and man-passable openings shall provide ballistic (Level III, SPSA) protection. Remaining walls of the pedestrian screening area shall be constructed of 'substantial' material, e.g., reinforced concrete, masonry, etc. Any portion of the pedestrian screening area that constitutes the perimeter wall of the compound shall provide anti-ram protection. Laminated glass shall have a 60 mil thick Polyvinylbuterol interlayer. This includes door glazing as well as windows. Windows are not permitted to be operable. HVAC shall be provided. The pedestrian screening area, including HVAC, security equipment and lighting, shall be on emergency power.

(c) The lessor shall provide a duress alarm and an intercom/communication link with the main building reception/communication function booth. Lighting in the guard booth shall be on a dimmer switch.

(d) The windows of the booth shall be located so that the guard has direct 360 degree visual control of the screening process, the entrance gate(s), and any other areas under his control.

**E. Vehicle Gate(s).** A lockable sliding or swinging vehicle gate shall be provided at the site perimeter at each vehicle entrance. The gate shall be a minimum of eight feet high. The vehicle gate shall be electronically controlled at the Vehicle Compound Access Control (CAC) guard booth, with an override control placed within the facility in Room 91.

**F. Facility Vehicle Parking.** Permanent vehicular parking or driveway(s) may not be placed closer than 20 feet of any occupied building.

(1) **Under Building Parking.** The lessor shall not design under building parking. If the design is forced to provide under building parking due to space considerations, local code, or the area's density, then the lessor shall ensure that the design incorporates an ability to vent pressures for an underground confined explosion. The lessor shall further ensure that the design incorporates sufficient reinforcement to deal with the upheaval and failure of the floors caused from the effects of an explosive device and the implications these excess loads would place upon the columns and beams that could cause progressive collapse of the facility.

**G. Lighting.** General site lighting shall be a minimum of 2 foot candle (fc) measured at the cross over mid-point between multiple lights, one meter above the ground.

(1) The Compound Access Booth shall be illuminated with a minimum of 5 fc illumination that will include the entry/exit driveways and a surrounding area of the booth of not less than 10 feet. This illumination shall be provided 360 degrees around the CAC.

(2) Vehicular and pedestrian circulation areas shall be illuminated a minimum of 5 fc and horizontally maintained. Perimeter lighting shall be continuous and on both sides of the perimeter barriers.

**H. Landscaping.** Landscaping design elements that enhance security are desired. A clear zone, free of auxiliary buildings, parking, or man-made obstructions, shall be provided, measuring 15 feet inward from the protected side of the perimeter wall. Only the CAC and electrical site transformer utility building may be located in this clear zone. In these cases, the clear zone shall extend 15 feet inward from the exterior of those buildings. Landscaping in the clear zone shall be limited to items that will not over time obscure local guard or camera vision.

## **2. General Building Design Criteria**

### **A. Structural and Blast Design Protection Guidelines for FBI Facilities.**

(1) The building shall be designed and constructed to meet the GSA Progressive Collapse Analysis and Design Guidelines dated June 2003.

(2) Window Walls or curtain walls shall not be included in the design and will not be accepted by the FBI. Windows shall be made of tempered glass, laminated glass, or glass/polycarbonate security glazing. If the window is designed to stay in the frame, loadpath into the structure shall be maintained. All windows in the facility will be non-operating. The requirement of only 40% glass per bay includes the lobby of the building.

(3) **Transfer Beams/Girders.** Transfer Beams/Girders shall not be designed for use in the facility.

(4) **Floor Slabs.** Two-way floor slab design with symmetrical reinforcement shall be designed into the structures.

(5) **Reinforced Concrete Beams.** Staggered lap splices shall be used to fully develop the capacity of the reinforcement. Symmetrical reinforcement to resist load reversals on a beam shall be designed into the structure.

### **B. Blast Criteria**

The building exterior (walls and windows) shall be designed to meet the following blast load pressures:

10 PSI / 89 PSI/MSEC

(1) There is no blast criteria for equipment mounted on the roof of buildings, for unoccupied utility buildings, separate loading dock areas, transformer building, separate generator building, or CACs.

(2) The lessor shall hire a blast consultant for the duration of the design and construction process. This consultant shall submit blast design calculations to the Government to validate that the facility design meets or exceeds acceptable levels of protection against blast waves identified above. This includes all exterior walls and windows.

INITIALS

Gov't	Lessor
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### 3. Dedicated Employee Entrance

(a) The building shall provide a separate dedicated employee entrance/exit. The dedicated employee entrance/exit shall provide for an enclosed foyer that is placed prior to the access controls identified below. The dedicated employee entrance must be at least 20 feet from the main public entrance.

(b) The lessor shall provide electronic access-controlled full-height revolving doors/portals, allowing access to and egress from the main facility. The number of revolving doors/portals shall be determined by the lessor based on the calculated employee traffic. The lessor shall contract with companies that provide revolving door/portals with a nationwide maintenance capability. Seenex LLC and SNA Access Control Corporation are two; however, others will be considered providing they meet this criteria. Access-control will be provided at all perimeter entry/exit points, parking garage, and facility entrances.

(c) This revolving door/portal system shall work in conjunction with the fire/life safety system. In the event of a fire emergency, the doors shall fail open. Any fire alarm pull box located in an area accessible by non-cleared personnel shall not deactivate the doors, but will annunciate the alarm (i.e., main lobby of the building) to the local guard control center. The lessor shall provide a unit price for these doors to be paid lump sum by the Government.

### 4. Building Delivery and Loading Docks

(a) Delivery vehicles should be routed to the loading dock area in such a manner that the vehicle does not pass along the side of the main facility. Instead, a direct approach from the rear should be developed, if possible.

(b) The loading dock area should be designed as a separate but attached building to the main facility. The common wall shall be reinforced and serve as a shield or buffer to the main facility in the event of contamination or blast. As such, it is highly recommended that the loading dock not be incorporated into the main facility, i.e., share load bearing columns, beams, or share common walls. Separate HVAC systems shall be provided.

(c) CCTV coverage shall be provided to the loading dock screening/delivery area. A secondary access door with dual access control shall be installed that provides for entry into this area from the outside.



## **5. Building Emergency Notification Systems**

(a) Building Emergency notification systems shall be designed for the facility. The issue of providing the system within a SCIF becomes a security concern. When required by local/state/federal fire and life safety regulations or laws, the following requirements are established:

(b) All incoming wiring shall breach the SCIF at one point. In systems that require notification only, the system shall have a high gain buffer amplifier. The system shall comply with UFAS codes.

(c) In systems that require two-way communication, the system shall have electronic isolation (a fiber optic isolator). SCIF occupants should be alerted when the system is activated (prominent red light, flashing strobe or similar visual device and secondary audio annunciators). The system shall comply with UFAS codes.

**6. Building Automated Maintenance Systems.** Remote access of building automated maintenance and environmental control systems is not permitted. All monitoring shall be performed on site, without any externally connected direct patch remote diagnostic connectivity allowed for any BAMS related functions.

**7. Garage Door Specifications.** All Garage doors shall be commercial grade, minimum of 22 gauge metal, insulated door with dual heavy duty sliding deadbolts at each end.

**8. Access Control System.** All controlled doors shall utilize motor driven type door latches capable of withstanding 2000 pounds of brute force entry.

**9. Emergency Generator.** The fuel point shall be designed so that the delivery vehicle does not have to come closer than 100 feet of the occupied facility.



**AMENDMENT NO. 6**

**SOLICITATION FOR OFFERS 2TX0254  
FEDERAL BUREAU OF INVESTIGATION**

**April 8, 2005**

The purpose of this amendment is to provide additional information related to this procurement.

**Solicitation for Offer Paragraph 2.2 HOW TO OFFER**

**B. OVERVIEW OF TECHNICAL EVALUATION AND SELECTION PROCESS**

4. In Phase 2, Offerors are required to submit technical proposals (including detailed design information) and price proposals. The Phase 2 proposals will be evaluated based on the Phase 2 minimum requirements and the Phase 2 technical evaluation factors and price.

Provide six copies in total to the following:

Daphne Hadley (2 copies)  
GSA  
819 Taylor Street, Rm. 12B100  
Fort Worth, TX 76102

Tracy Harter (1 copy)  
GSA  
727 E. Durango Blvd., Rm. B602  
San Antonio, TX 78206

Eric Janovsky (1 copy)  
GSA  
Office of Chief Architect  
1800 F Street, NW, Rm 3341  
Washington, DC 20405

Brenda King (2 copies)  
FBI  
1025 F. Street NW, Suite 500  
Washington, DC 20405

(b) (6)

Daphne E. Hadley, Contracting Officer

I hereby acknowledge receipt of Amendment No. 6 to SFO 2TX0254

(b) (6)

Typed Name of Offeror

Signature of Offeror/Date

**AMENDMENT NO. 7**

**SOLICITATION FOR OFFERS 2TX0254  
FEDERAL BUREAU OF INVESTIGATION**

**April 19, 2005**

The purpose of this amendment is to provide additional information related to this procurement.

**Solicitation for Offer Paragraph 1.3 AMOUNT AND TYPE OF SPACE**

- B. All space shall be contiguous both horizontally and vertically with a minimum floorplate of 25,000 ANSI/BOMA Office Area square feet to a maximum floorplate of 40,000 ANSI/BOMA Office Area square feet. Column spacing within the office shall be a minimum 30 feet, 0 inches on center (O.C.) each way to a maximum of 40 feet, 0 inches O.C. each way.

(b) (6)

✓ Daphne E. Hadley, Contracting Officer

I hereby acknowledge receipt of Amendment No. 7 to SFO 2TX0254

(b) (6)

\_\_\_\_\_  
Typed Name of Offeror

\_\_\_\_\_  
Signature of Offeror/Date

## AMENDMENT NO. 8

### SOLICITATION FOR OFFERS 2TX0254 FEDERAL BUREAU OF INVESTIGATION

September 7, 2005

The purpose of this amendment is to provide additional information related to this procurement.

#### GSA FORM 3517(b) General Clauses (rev 12/03)

The following changes (in red) to the GSA Form 3517b are open for negotiation. GSA's preference is for the clauses to remain as stated on the GSA Form 3517b revised 12/03. The following changes might be acceptable to GSA for a reduced rental consideration. Please advise if any of the changes are to be included in your proposal and the amount of rental consideration to be offered for using each of the alternate clause changes selected.

2. 552.270-5 - SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such assignment or subletting. Any assignment or sublet shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld. Should the Lessor not consent to any assignment or sublet, said portion of space shall be returned to the Lessor with no rental accruing after its return.

15. 552.270-10 - FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

Is modified by the addition of the following:

"Before exercising any right to offset rent or terminate this lease as may be provided for or allowed under the lease, the Government shall provide the Lessor and the first mortgagee with notice and a reasonable opportunity to cure given the nature and circumstances of the default. It shall be the Lessor's responsibility to provide the Government with the proper name and address of the first mortgagee. In the event the default in question can not be cured within a reasonable cure period as determined by the Contracting Office or his designated representative, the Lessor or the first mortgagee shall be entitled to such additional time as may be reasonably necessary to cure such default, provide the Lessor begins to effectuate such cure during the initial cure period and proceeds diligently thereafter to complete such cure. Notwithstanding the foregoing, the Lessor has a maximum cure period of 120 calendar days, provided that such period may be extended in the reasonable discretion of the Contracting Officer. If the default is not cured within the extended cure period, the Government may correct the deficiency and deduct the cost, including administration costs, from the rental due.

(b) (6)

17. 552.270-7 - FIRE AND CASUALTY DAMAGE (SEP 1999)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as reasonably determined by the Contracting Officer or his designated representative, the Lessor or the first mortgagee shall be allowed a reasonable amount of time, not to exceed 270 days, from the date of occurrence of the destruction or damage, to repair or restore the leased premises to a tenable condition, considering the nature and the extent of the partial destruction or damage, and provided the Lessor or the first mortgagee submits to the Contracting Office or his designated representative a schedule showing the work can be completed within reasonable amount of time, not to exceed 270 days from the date of occurrence of the destruction or damage. If the Lessor or the first mortgagee fails to timely submit a schedule for completing the work or fails to diligently pursue such repair or restore the lease premises within the scheduled time, or fails to diligently such repair or restoration, the Government may terminate the lease by giving written notice to the Lessor and the first mortgagee. Within 30 calendar days of any partial destruction or damage to the leased premises, the Lessor or the first mortgagee shall provide the Government with its schedule for accomplishing the repair and restoration. The Government shall have the right to review and approve such schedule, as well as the plans for repair or restoration of the leased premises, such approval not to be unreasonably withheld, conditioned or delayed. Rent for that portion of the leased premises which is untenable shall be reduced by the Government's Unilateral Change hereto effective from the date of such partial destruction or damage until such time as the affected space has been repaired or restored. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

Change to Amendment 5 - Additional Security (Reissued from Amendment 4 -- Additional Security)

2. General Building Design Criteria

A. (3) Structure

The design of "U" and "L" shaped buildings or buildings with reentrant corners shall be avoided. Building shall be designed with 3 or more structural bays in order to provide additional redundancy and lateral resistance to blast loads.

(b) (6)

✓ Daphne E. Hadley, Contracting Officer

I hereby acknowledge receipt of Amendment No. 8 to SFO 2TX0254

Typed Name of Offeror

(b) (6)

Signature of Offeror/Date

**AMENDMENT NO.9**

**SOLICITATION FOR OFFERS 2TX0254  
FEDERAL BUREAU OF INVESTIGATION**

**September 15, 2005**

The purpose of this amendment is to provide additional information related to this procurement.

**Solicitation for Offer Paragraph 2.2 HOW TO OFFER**

**B. OVERVIEW OF TECHNICAL EVALUATION AND SELECTION PROCESS**

4. In Phase 2, Offerors are required to submit technical proposals (including detailed design information) and price proposals. The Phase 2 proposals will be evaluated based on the Phase 2 minimum requirements and the Phase 2 technical evaluation factors and price.

Provide six copies in total to the following:

Daphne Hadley (1 copy)  
GSA  
819 Taylor Street, Rm. 12B100  
Fort Worth, TX 76102

Tracy Harter (2 copies)  
GSA  
ATTN: Diane (FBI) and Ron Lane  
727 E. Durango Blvd., Rm. B602  
San Antonio, TX 78206

Charles Matta (1 copy)  
GSA  
Office of Chief Architect  
1800 F Street, NW, Rm 3341  
Washington, DC 20405

Brenda King (2 copies)  
FBI  
WB950  
2400 Schuster Drive  
Cheverly, MD 20789

(b) (6)

Daphne E. Hadley, Contracting Officer

I hereby acknowledge receipt of Amendment No. 9 to SFO 2TX0254

(b) (6)

\_\_\_\_\_  
Typed Name of Offeror

\_\_\_\_\_  
Signature of Offeror/Date

METES & BOUNDS DESCRIPTION  
FOR A 10.00 ACRE TRACT OF LAND  
OUT OF THE ANSELMO PRUE SURVEY No. 20, ABSTRACT 574  
SAN ANTONIO, BEXAR COUNTY, TEXAS

A 10.00 acre (435,589 square feet) tract of land, out of and a portion of the Anselmo Prue Survey No. 20, Abstract 574, Bexar County, Texas; and being out of and a portion of that certain called 148.086 acre tract of land, as conveyed to K. K. Amini in Deed dated December 23, 1996 and recorded May 04, 1998, as recorded in Volume 7451, Page 2087, Bexar County Deed and Plat Records, said 10.00 acre tract being more particularly described by metes and bounds as follows with all bearings being referenced to Plat of University Heights Unit 4 as recorded in Volume 9548, Page 210, of the Deed and Plat Records of Bexar County, Texas:

Beginning: at a set ½" iron rod with Vickrey & Associates, Inc. property cap said point being on the westerly right-of-way line of University Heights (Variable Width Right-of-Way) and being the northwesterly corner of said 10.00 acre tract; said point also being the most Northerly Southwest corner of a 20.837 acre tract of land as conveyed to Theresa M. Khodr, as recorded in Volume 8238, Page 0513 of the Bexar County Official Public Records of Real Property;

Thence: Along the common boundary line of said 20.837 acre tract and the herein described tract of land as follows:

- N 89°23'10" E, 133.35 feet, to a set ½" iron rod with V&A property cap for the Northeast corner of the herein described tract of land;
- S 00°00'01" E, a distance of 475.36 feet, to a set ½" iron rod with V&A property cap at an angle point for corner;
- S 17°03'58" E, a distance of 306.47 feet, to a set ½" iron rod with V&A property cap for the Southeast corner of the herein described tract of land;

Thence: N 89°52'01" W, Leaving said common boundary line, a distance of 772.79 feet to a point lying on the easterly right-of-way line of University Heights (Variable Width Right-of-Way), for the Southwest corner of the herein described tract of land;

Thence Along the Easterly right-of-way of said University Heights and the West lines of the herein described tract of land as follows:

- 339.83 feet along the arc of a curve to the left having a radius of 2022.00 feet, a central angle of 09°37'49", a chord bearing N 00°43'33" W, a distance of 339.43 feet to a set ½" iron rod with V&A property cap for a corner, at a point of reverse curvature;
- 144.33 feet along the arc of a curve to the right having a radius of 178.00 feet, a central angle of 46°27'32", a chord bearing N 17°41'20" E, a distance of 140.41 feet to a set ½" iron rod with V&A property cap for a corner, at a point of tangency;

INITIALS



Page Two  
10.00 Acres

- N 40°55'06" E, a distance of 39.28 feet to a set ½" iron rod with V&A property cap for a corner, at a point of curvature;
- 135.90 feet along the arc of a curve to the right having a radius of 188.00 feet, a central angle of 41°25'06", a chord bearing N 61°37'39" E, a distance of 132.96 feet to a set ½" iron rod with V&A property cap for a corner, at a point of compound curvature;
- 56.42 feet along the arc of a curve to the right having a radius of 490.00 feet, a central angle of 06°35'52", a chord bearing N 85°38'08" E, a distance of 56.39 feet to a set ½" iron rod with V&A property cap for a corner, at a point of tangency;
- N 88°56'04" E, a distance of 44.43 feet to a set ½" iron rod with V&A property cap for a corner, at a point of curvature;
- 183.85 feet along the arc of a curve to the left having a radius of 230.00 feet, a central angle of 45°48'40", a chord bearing N 66°04'24" E, a distance of 179.00 feet to a set ½" iron rod with V&A property cap for a corner, at a point of tangency;
- N 44°56'04" E, a distance of 86.24 feet to a set ½" iron rod with V&A property cap for a corner, at a point of tangency;
- 74.54 feet along the arc of a curve to the left having a radius of 230.00 feet, a central angle of 18°34'06", a chord bearing N35°39'01" E, a distance of 74.21 feet to the POINT OF BEGINNING, containing 10.00 acres (435,589 square feet) of land, more or less.

Job No. 0591-109-104  
m&b10.00ac.doc  
December 30, 2004

(b) (6)

Registered Professional Land Surveyor  
Texas Registration No. 4690  
Hal B. Lane III, R.P.L.S.  
Vickrey & Associates, Inc.



INITIALS

Gov't	Lessor
(b) (6)	





**GENERAL CLAUSES**  
**(Acquisition of Leasehold Interests in Real Property)**

MODIFIED SEE LEASE GS-07B-15901

CATEGORY	Clause No.	48 CFR Ref.	Clause Title
DEFINITIONS GENERAL	1	552.270-4	Definitions
	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery - Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises-Right of Entry
	15	552.270-10	Failure in Performance
	16	552.270-22	Default by Lessor During the Term
	17	552.270-7	Fire and Casualty Damage
	18	552.270-8	Compliance with Applicable Law
	19	552.270-12	Alterations
	20	552.270-29	Acceptance of Space
INSPECTION	21	552.270-9	Inspection-Right of Entry
PAYMENT	22	552.232-75	Prompt Payment
	23	552.232-76	Electronic Funds Transfer Payment
	24	552.232-70	Invoice Requirements
	25	52.232-23	Assignment of Claims
	26	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	27	552.203-5	Covenant Against Contingent Fees
	28	52.203-7	Anti-Kickback Procedures
	29	52.223-6	Drug-Free Workplace
ADJUSTMENTS	30	552.203-70	Price Adjustment for Illegal or Improper Activity
	31	52.215-10	Price Reduction for Defective Cost or Pricing Data
	32	552.270-13	Proposals for Adjustment
AUDITS	33	552.270-14	Changes (Variation)
	34	552.215-70	Examination of Records by GSA
	35	52.215-2	Audit and Records—Negotiation
DISPUTES	36	52.233-1	Disputes

(b) (6)

INITIALS:

LESSOR

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LABOR STANDARDS	37	52.222-26	Equal Opportunity
	38	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
	39	52.222-21	Prohibition of Segregated Facilities
	40	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans
	41	52.222-36	Affirmative Action for Workers with Disabilities
	42	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans
SUBCONTRACTING	43	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
	44	52.215-12	Subcontractor Cost or Pricing Data
	45	52.219-8	Utilization of Small Business Concerns
	46	52.219-9	Small Business Subcontracting Plan
	47	52.219-16	Liquidated Damages- Subcontracting Plan

(b) (6)

INITIALS:

LESSOR

GOVERNMENT

GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-4 - DEFINITIONS (SEP 1999)

- (a) The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:
- (b) "Commencement Date" means the first day of the term.
- (c) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (d) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (e) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (f) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (g) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (h) "Lessor" means the sub-lessor if this lease is a sublease.
- (i) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (j) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (k) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (l) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (m) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. 552.270-5 - SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

Comment [deh1]: See lease  
GS-07b-15901

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

INITIALS:

(b) (6)

LESSOR                      GOVERNMENT

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. 552.270-23 - SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-24 - STATEMENT OF LEASE (AUG 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
  - (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
  - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
  - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
  - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

(b) (6)

INITIALS:

LESSOR

GOVERNMENT

6. 552.270-25 - SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. 552.270-26 - NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 - INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 - MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 - DELIVERY AND CONDITION (SEP 1999)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 - DEFAULT IN DELIVERY - TIME EXTENSIONS (SEP 1999) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
  - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.
  - (2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.
  - (3) Other, additional relief provided for in this lease, at law, or in equity.
- (b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (c) Delivery by Lessor of less than the minimum ANSI/BOMA Office Area square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.
- (d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting

(b) (6)

INITIALS:

LESSOR

GOVERNMENT



Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

12. 552.270-19 - PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 - EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-6 - MAINTENANCE OF BUILDING AND PREMISES - RIGHT OF ENTRY (SEP 1999)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 - FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

Comment [deh2]: See Lease  
GS-07B-15901

16. 552.270-22 - DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time/Extensions clause.

(b) (6)

INITIALS:

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17. 552.270-7 - FIRE AND CASUALTY DAMAGE (SEP 1999)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

Comment [deh3]: See Lease  
GS-07B-15901

18. 552.270-8 - COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 - ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. 552.270-29 - ACCEPTANCE OF SPACE (SEP 1999)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Office Area square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 - INSPECTION - RIGHT OF ENTRY (SEP 1999)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 552.232-75 - PROMPT PAYMENT (SEP 1999)

(b) (6)

INITIALS:

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The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date.

- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
  - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
  - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
  - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
  - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
  - (i) Name and address of the Contractor.
  - (ii) Invoice date.
  - (iii) Lease number.
  - (iv) Government's order number or other authorization.
  - (v) Description, price, and quantity of work or services delivered.
  - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
  - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(b) (6)

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- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. 552.232-76 - ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). The Lessor must, no later than 30 days before the first payment:
  - (1) Designate a financial institution for receipt of EFT payments.
  - (2) Submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor must provide the following information:
  - (1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
  - (2) Number of account to which funds are to be deposited.
  - (3) Type of depositor account ("C" for checking, "S" for savings).
  - (4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit a "Payment Information Form," SF 3881, before payment can be processed.
- (c) If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the:
  - (1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.
  - (2) Lessor's name.
  - (3) Lease number.
- (e) Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

24. 552.232-70 - INVOICE REQUIREMENTS (VARIATION) (SEP 1999)

(This clause applies to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(b) (6)

INITIALS:

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- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

26. 552.270-20 - PAYMENT (SEP 1999) (VARIATION)

- (a) When space is offered and accepted, the ANSI/BOMA Office Area square footage delivered will be confirmed by:
- (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
  - (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Office Area square footage stated in the lease.
- (c) If it is determined that the amount of ANSI/BOMA Office Area square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Office Area square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

(Applies to leases over \$100,000.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

28. 52.203-7 - ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applies to leases over \$100,000 average net annual rental, including option periods.)

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

(b) (6)

INITIALS:

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"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

29. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) *Definitions.* As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

(b) (6)

INITIALS:

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"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an ongoing drug-free awareness program to inform such employees about-
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Contractor's policy of maintaining a drug-free workplace;
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
  - (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
  - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - (i) Taking appropriate personnel action against such employee, up to and including termination; or
    - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

30. 552.203-70 - PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(b) (6)

INITIALS:

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(Applies to leases over \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
- (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
  - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
  - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

31. 52.215-10 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applies when cost or pricing data are required for work or service over \$500,000.)

- (1) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
  - (2) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
  - (3) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
  - (4) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c)
  - (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
    - (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
    - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
    - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
    - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
  - (2)

(b) (6)

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- (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--
  - (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
  - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if--
  - (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
  - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--
  - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
  - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

32. 552.270-13 - PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following details--
  - (1) Material quantities and unit costs;
  - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
  - (3) Equipment costs;
  - (4) Worker's compensation and public liability insurance;
  - (5) Overhead;
  - (6) Profit; and
  - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost --
  - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
  - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

33. 552.270-14 - CHANGES (SEP 1999) (VARIATION)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
  - (1) Specifications (including drawings and designs);
  - (2) Work or services;
  - (3) Facilities or space layout; or

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- (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
  - (1) A modification of the delivery date;
  - (2) An equitable adjustment in the rental rate;
  - (3) A lump sum equitable adjustment; or
  - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

34. 552.215-70 - EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

35. 52.215-2 - AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
  - (1) The proposal for the contract, subcontract, or modification;
  - (2) The discussions conducted on the proposal(s), including those related to negotiating;
  - (3) Pricing of the contract, subcontract, or modification; or
  - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General—
  - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

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- (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
- (1) The data reported; and
- (2) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports.
- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

36. 52.233-1 - DISPUTES (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)
- (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)
- (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the

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contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

37. 52.222-26 - EQUAL OPPORTUNITY (APR 2002)

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to-
- (i) Employment;
  - (ii) Upgrading;
  - (iii) Demotion;
  - (iv) Transfer;
  - (v) Recruitment or recruitment advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

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consideration for employment without regard to race, color, religion, sex, or national origin.

- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
  - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
  - (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
  - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
  - (10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
  - (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

38. 52.222-24 – PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(Applies to leases over \$10,000,000.)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

39. 52.222-21 – PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

40. 52.222-35 - EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) *Definitions.* As used in this clause-

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee-

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the *essential functions of such position.*

"Special disabled veteran" means-

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability-
  - (i) Rated at 30 percent or more; or
  - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who-

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-

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- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
- (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed-
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as-
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rate of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) *Listing openings.*

- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

- (d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) *Postings.*

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- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
  - (2) The employment notices shall-
    - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
    - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
  - (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
  - (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.
- (f) **Noncompliance.** If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) **Subcontracts.** The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

41. 52.222-36 - AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

- (a) General.
- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--
    - (i) Recruitment, advertising, and job application procedures;
    - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
    - (iii) Rates of pay or any other form of compensation and changes in compensation;
    - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
    - (v) Leaves of absence, sick leave, or any other leave;
    - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
    - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training
    - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
    - (ix) Any other term, condition, or privilege of employment.
  - (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.
- (b) Postings.
- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and (ii) the rights of applicants and employees.
  - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract

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- Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.
42. 52.222-37 - EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001)
- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-
- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
- (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)".
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date-
- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
- (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that-
- (1) The information is voluntarily provided;
- (2) The information will be kept confidential;
- (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
- (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.
43. 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- (a) The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at

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FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
  - (1) The name of the subcontractor;
  - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
  - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

44. 52.215-12 - SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applies when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, which ever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--
  - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
  - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data -- Modifications.

45. 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(Applies to leases over \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

- (c) Definitions. As used in this contract --

(b) (6)

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*HUBZone small business concern* means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

*Service-disabled veteran-owned small business concern* –

- (1) Means a small business concern –
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*Small business concern* means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

*Small disadvantaged business concern* means a small business concern that represents, as part of its offer that –

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

*"Veteran-owned small business concern"* means a small business concern –

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

*"Women-owned small business concern"* means a small business concern –

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

46. 52.219-9 – SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

(Applies to leases over \$500,000.)

- (a) This clause does not apply to small business concerns.
- (b) *Definitions.* As used in this clause-

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

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"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
  - (2) A statement of-
    - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
    - (ii) Total dollars planned to be subcontracted to small business concerns;
    - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
    - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
    - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
    - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
    - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
  - (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-
    - (i) Small business concerns;
    - (ii) Veteran-owned small business concerns;
    - (iii) Service-disabled veteran-owned small business concerns;
    - (iv) HUBZone small business concerns;
    - (v) Small disadvantaged business concerns; and
    - (vi) Women-owned small business concerns.
  - (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
  - (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and

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ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-
- (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will-
- (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (i) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
  - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
  - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
  - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating-
    - (A) Whether small business concerns were solicited and, if not, why not;
    - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
    - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
    - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
    - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
    - (F) Whether women-owned small business concerns were solicited and, if not, why not; and

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- (G) If applicable, the reason award was not made to a small business concern.
  - (iv) Records of any outreach efforts to contact-
    - (A) Trade associations;
    - (B) Business development organizations;
    - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
    - (D) Veterans service organizations.
  - (v) Records of internal guidance and encouragement provided to buyers through-
    - (A) Workshops, seminars, training, etc.; and
    - (B) Monitoring performance to evaluate compliance with the program's requirements.
  - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
  - (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided-
  - (1) The master plan has been approved;
  - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with-
  - (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
  - (2) An approved plan required by this clause, shall be a material breach of the contract.

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(j) The Contractor shall submit the following reports:

- (1) *Standard Form 294, Subcontracting Report for Individual Contracts.* This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
- (2) *Standard Form 295, Summary Subcontract Report.* This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

47. 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

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**REPRESENTATIONS AND CERTIFICATIONS**  
(Acquisition of Leasehold Interests in Real Property)

Solicitation Number

27X0254

Dated

11/2/05

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$17.5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☒ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled

(b) (6)

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- veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
- (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [ ] is a women-owned business concern.

**3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

(Applicable to leases over \$10,000.)

The Offeror represents that—

(b) (6)

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- (a) It ☒ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☒ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

**4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

**5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  
Mark L. Harris [Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];  
 (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and  
 (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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**6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
  - (i) The Offeror and/or any of its Principals—
    - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
  - (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within

(b) (6)

INITIALS:

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a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)**

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) *Taxpayer Identification Number (TIN).*

☒ **TIN**

TIN:

(b) (4)

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ **TIN**

Offeror is an agency or instrumentality of a foreign government;

(b) (6)

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☐ Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- ☐ Sole proprietorship;  
☐ Partnership;  
☐ Corporate entity (not tax-exempt);  
☐ Corporate entity (tax-exempt);

- ☐ Government entity (Federal, State, or local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☒ Other limited liability company

(f) Common Parent.

☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

9. 52.204-6 -- Data Universal Numbering System (DUNS) Number (OCT 2003)

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number—

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or  
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

- (i) Company legal business name.  
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.  
(iii) Company physical street address, city, state and zip code.  
(iv) Company mailing address, city, state and zip code (if separate from physical).  
(v) Company telephone number.  
(vi) Date the company was started.  
(vii) Number of employees at your location.  
(viii) Chief executive officer/key manager.  
(ix) Line of business (industry).  
(x) Company Headquarters name and address (reporting relationship within your entity).

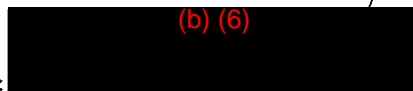
10. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 144 735 581

11. CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the



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Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration is active. Yes ☐ No ☐ Will register ☐

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) <i>M. L. Harris &amp; Company, LLC</i> <i>10900 Hefner Pointe Dr.</i> <i>Suite 200</i> <i>OKlahoma City, OK 73120</i> Signature <span style="background-color: black; color: red;">(b) (6)</span>	TELEPHONE NUMBER <i>(405)</i> <i>848-2801</i> Date <i>11/2/05</i>
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INITIALS:

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## ASSIGNABLE OPTION TO PURCHASE AGREEMENT

This Option Agreement (the "Agreement") is entered into effective this 10th day of September, 2004, by and between Margaret Amini, Individually and as Independent Executrix of the estate of the K.K. Amini, deceased ("Seller") and the United States of America, acting by and through the General Services Administration ("Government") whose regional address is ~~(8000-HH-10-W, Suite 1040, San Antonio, Texas 78230-3871)~~.

WHEREAS, the Government desires to locate certain Federal agencies and related facilities within San Antonio, Texas and the Seller intends to voluntarily grant to the Government and its assigns ("The successful offeror/developer responding a Solicitation for Offers") an option to purchase the site located 5542 Hausman Rd. (S) containing approximately 10.0840 acres, and more particularly defined by the legal description, Exhibit A, (consisting of 1 page) "(the Site)" for such Federal facilities; and "marked Exhibit "A" attached".

WHEREAS, the Government requires an option to purchase the Site in order to seek to develop the site and implement the lease acquisition process; and

NOW THEREFORE, in consideration of the above recitals, the mutual obligation of the parties hereto for the amount of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. GRANT OF OPTION

1.01. "Grant of Option". The Seller hereby grants to the Government or its assigns the exclusive right and option to elect, at any time during the term of the option, as defined herein, to purchase from the Seller for the approximate cash price of \$3,514,072.32 for Approx. 439,259.04 sq. ft. vacant land.

The actual sales price for the Site the indefeasible Fee Simple Title to the Site with improvements and all rights, hereditaments, easements, and appurtenances thereto, as described herein shall be the sum of \$8.00 multiplied by the actual number of square feet contained within the Site, as evidenced by the hereinafter described survey of the Site. If the Option is exercised, the Government shall provide within 30 days after the exercise, an ALTA Land Title Survey of the Site or equivalent attesting to the actual square footage of the Site, and the purchase price as set out in this agreement is to be paid to the Seller by Government or the successful offeror (assignee of the Government) in cash at closing.

### 2. TERM

2.01. "Term of Option". This option shall commence as of the date of execution of this contract and continue in effect until midnight (Central Standard Time), twelve months from the execution date (the "Expiration of the Option") and may be exercised by the Government or its assigns at any time before the Expiration of the Option by delivering to Seller the non-refundable cash sum of Twenty Thousand Dollars (\$20,000.00 said \$20,000.00 is herein called the "Deposit") together with written notice addressed to Seller stating that the Government (or its assign) is exercising the option to purchase as herein granted, such notice shall be deemed to have been delivered when actually received by Seller, or, regardless of whether or not received, (i) on the second day after delivered, postage pre-paid to a nationally recognized overnight courier (such as Federal Express and AirBorne), or (ii) on the third day after having been deposited in the United

- 1 -

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States mail, registered or certified mail, return receipt requested, postage pre-paid, and, in either case, addressed to Seller at the address indicated below. The Deposit shall be applied to the purchase price of the Property at closing. The term of this option may be amended by mutual agreement of both parties.

**2.02. "Automatic Termination".** If the Government fails to exercise the option in accordance with the terms of this agreement within the option period, or any extension thereof, then the option to purchase granted by this agreement shall automatically and immediately terminate without notice.

**2.03. "Notices".** Any notice, tender, or delivery to be given by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon actual receipt of same. Mail notices to the Seller and the Government shall be addressed as set forth below. Each party may change its address by written notice in accordance with this paragraph.

**Seller:** Margaret Amini, Individually and  
as Independent Executrix of the Estate of K.K. Amini, dec'd  
8000 IH 10 West, Suite 1040  
San Antonio, Texas 78230-3871

**Government:**

Daphne Hadley, Contracting Officer (7PWS)  
General Services Administration  
819 Taylor Street, Room 12\_\_\_\_  
Fort Worth, TX 76102

### **3. CLOSING CONDITIONS AND DEED**

**3.01. "Title Insurance".** The Seller agrees to furnish, after the exercise of this option, upon the Government or its assigns' request and at the Seller's expense, an Owner's Policy of Title Insurance issued by a title company approved by the Government or its assigns in the amount of the purchase price, such policy to be in the customary form prescribed with respect to such policies in the State of Texas.

**3.02. "Closing".** The closing for the conveyance of the title to the Site to the successful offeror shall take place no later than 90 days after end of option period, if purchase contract was made by the assigned purchaser, who received the Bid for the construction of the proposed USA Federal Building Facility. The closing shall take place at such time and place as mutually agreed to by the parties.

**3.03. "Taxes".** Ad valorem taxes, if any, for the year in which the closing is held shall be prorated.

**3.04. "Conditions".** The conditions to closing are as follows:

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(a) The Government or its assigns shall have had a reasonable time within which to secure and examine the evidence of title to the land. The Seller shall convey title by delivering to the Government or its assigns a good and sufficient general warranty deed conveying said land, with the hereditaments, easements, and appurtenances thereunto belonging to the Government or its assigns in indefeasible fee simple title, free from all liens and encumbrances, but subject to easements and restrictions of record, and quit claiming to the Government or its assigns all right, title, or interest which the Seller may have in the banks, beds, or water or any stream opposite to or fronting upon said land, and in any alleys, roads, street, ways, strips, gores, or railroad right-of-way abutting or adjoining said land, and in any means or ingress or egress appurtenant thereto.

(b) The Seller agrees that all taxes, assessments, and encumbrances which are a lien against the property at the time of the conveyance to the Government or its assignee shall be satisfied of record by the Seller at or before the transfer of title and, if the Seller fails to do so, the Government or its assigns may pay taxes, assessments, and encumbrances which are a lien against the property; that the amount of such payments shall be deducted from the purchase price of the property, at the request of the Government or its assigns by its authorized representative and upon payment or tender of the purchase price the Seller will execute and deliver the general warranty deed hereinabove provided for conveying to the Government or its assigns the property herein described; that it will obtain and record such evidence of title as may be required by the Government or its assigns; it being understood the Government or its assigns will pay the fee for recording the referenced deeds.

(c) The property shall be zoned appropriately for the commercial facility to be constructed on the site.

3.05. "Eminent Domain". In the event any part of the Site is taken by the City, County, State or Federal Government entity or by any entity or utility company which has the power of eminent domain, this Agreement, at the option of the Government or its assigns, may be terminated. In the event the Government or its assigns do not terminate this Agreement, either (a) the Site shall be reduced by the portion so taken and the Purchase Price shall be reduced accordingly, or (b) the Purchase Price shall remain unchanged and the Government or its assigns shall be entitled to retain all of such condemnation proceeds.

#### 4. POSSESSION

4.01. "Possession". The Seller will deliver the Deed to the Site and possession thereof to the Government or its assigns at the Closing unless a different possession date is agreed to between parties.

#### 5. RISK OF LOSS

5.01. "Risk of Loss". The Seller agrees that loss or damage to the Site by fire or acts of God shall be at the risk of the Seller until the title to the Site and deed to the Government or its assigns have been accepted by the United States Government or assigns; and in the event that such loss or damage occurs, the Government or its assigns may, without liability, refuse to accept conveyance of title to the Site, in which case there shall be an equitable adjustment of the Purchase Price.

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(b) (6)

## 6. TESTS AND SURVEYS

6.01. "Testing". The Government, its assigns, agents, or offerors participating in the lease acquisition process of the Government, at their sole expense, shall have the right following the execution of this Agreement, subject to the rights, interest and uses made of the Property by the Seller, to enter upon the Property for the purposes of inspecting the same, making test borings, plans, topographical and boundary surveys and any other necessary inspections in connection with the contemplated use of the site. The Government, its assigns, agents, or offerors participating in the lease acquisition process at their sole expense, shall promptly restore the site to its original condition in accordance with good engineering practices.

## 7. TERMINATION

7.01. "Termination". If, for any reason beyond the control of the Seller, the Government, or its assigns, the parties are unable to meet the terms of this Agreement, this Agreement may be terminated by either party upon thirty (30) day written notice to the other party. It is agreed that, if the Government or its assigns shall fail to exercise this Agreement on or before the date set forth above, the amount paid to the Seller for this Option shall be forfeited to the Seller.

## 8. MISCELLANEOUS

8.01. "Venue". The obligations and undertakings of each of the parties to this Agreement shall be performed at San Antonio, Bexar County, Texas.

8.02 "Assignment". No assignment of this Option shall be binding upon Seller unless and until the Government gives written notice of such assignment to Seller.

8.03 "Effective Date". The Effective Date of this Option shall be the date this Option is signed by Seller, as evidenced by the date next to Seller's signature block below.

## 9. MODIFICATION

9.01 "Modification". This Agreement may be amended or modified only by a writing signed by both of the parties to this Agreement.

## 10. BROKER REGISTRATION FOR SALE

10.01 The real estate firm of Grubb & Ellis is the "Listing Broker" for the "Sellers". The Co-Broker for the Seller and with Grubb & Ellis is NAI Rohde, Ottmers & Siegel Realty Services. They have a separate agreement as to their split of the sales commission in the event a sale is made. Seller and Buyer agree that no other brokers are involved in this transaction other than Grubb & Ellis (Kit Corbin) representing the Seller, and the NAI Rohde, Ottmers & Siegel Realty Services, representing the Government (herein called "Buyer"). Provided this transaction

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Gov't	Lessor
(b) (6)	

closes, Seller shall pay Grubb & Ellis (Kit Corbin) a commission of six percent (6%) of the purchase price, in cash, at closing which commission shall be split 50/50 with the NAI Rohde, Ottmers & Siegel Realty Services. No other commission is payable. It is agreed between the parties hereto that if other claims for real estate brokerage fees or commissions are ever made against Seller or Buyer by any other person, firm or corporation in connection with this transaction, all such claims will be handled by the party whose actions, or alleged commitments, form the basis of such claim. Brokers advise the Buyer that it should obtain or be furnished with a policy of title insurance or have the title examined by an attorney of its own selection.

**SELLER:**

(b) (6)

Date: 10-13-04

Margaret Amini, Individually and as Independent  
Executrix of the Estate of K. K. Amini, deceased

UNITED STATES OF AMERICA  
GENERAL SERVICES ADMINISTRATION  
City, State

(b) (6)

By

Date: 10-18-04

(typed name)  
Its CONTRACTING OFFICER

INITIALS

Gov't	Lessor
(b) (6)	



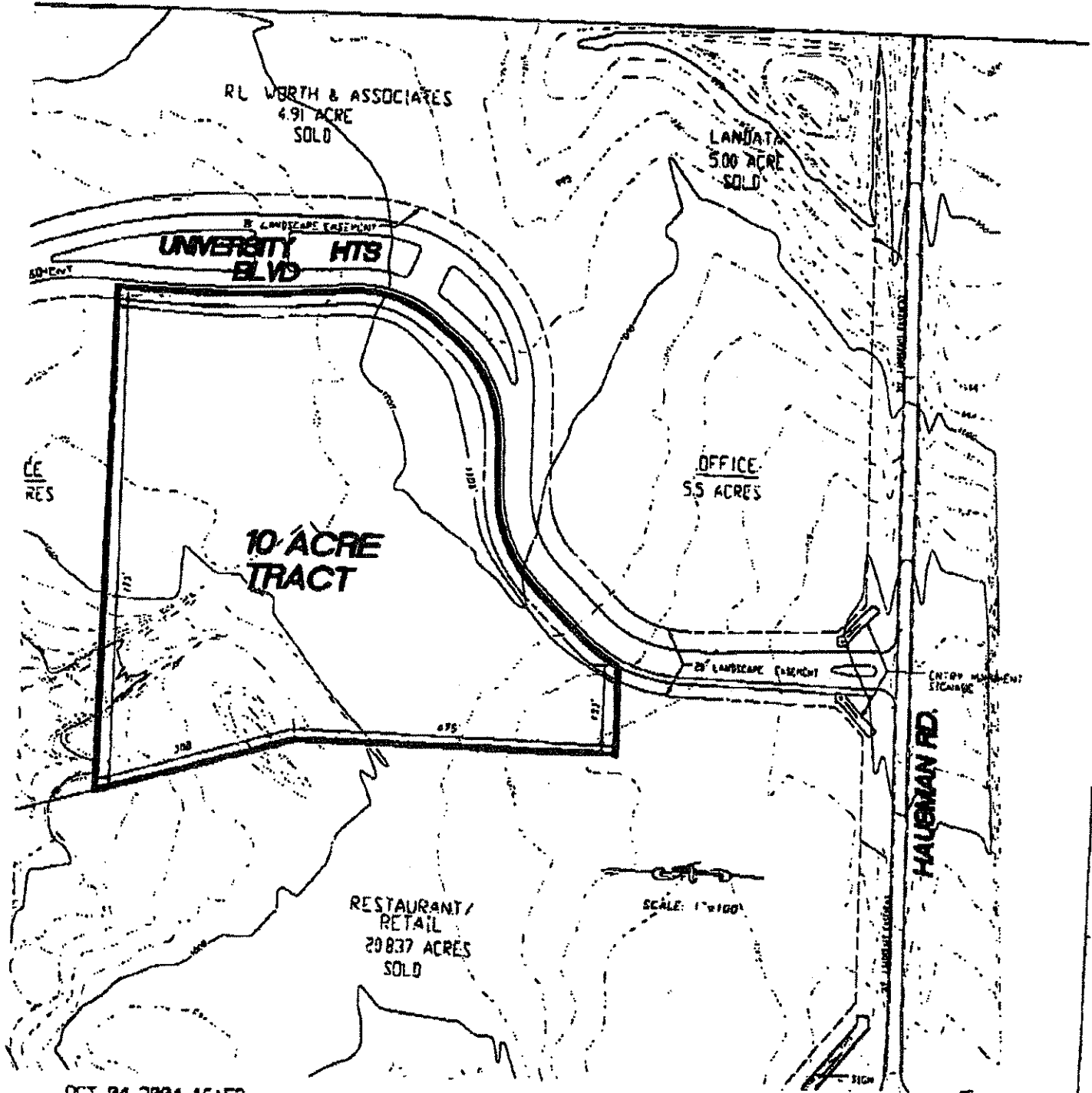
**EXHIBIT "A"**  
(Legal description attached behind this page)

INITIALS

Gov't	Lessor
(b) (6)	

# EXHIBIT "A"

Legal Description  
 NCB 14861 BLK LOT P - 18A  
 (4.97) & P - 18B (5.114)  
 Total Approx. 10.0840 AC and/or  
 Approx. 439,259.04 Sq. Ft.  
 San Antonio, Bexar County, Texas



OCT 04 2004 16:52

210 828 7860

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(b) (6)	

ADDENDUM TO ASSIGNABLE OPTION TO PURCHASE AGREEMENT

The assignable option to purchase agreement signed by Margaret Amini, Individually and as Independent Executrix of the Estate of K. K. Amini, Deceased, Seller, and United States of America, General Services Administration, Government/Buyer, on October 18, 2004 is hereby amended:

Paragraph 2. **TERM** is hereby amended to recite:

2.01. "Term of Option." This option shall commence as of the date of execution of this contract and continue in effect until midnight (Central Standard Time), January 18, 2006 (the "Expiration of Option") and may be exercised by the Government or its assigns at any time before the Expiration of the Option by delivering to Seller the non-refundable cash sum of Twenty Thousand Dollars (\$20,000.00, said \$20,000.00 is herein called the "Deposit") together with written notice addressed to Seller stating that the Government (or its assigns) is exercising the option to purchase as herein granted, such notice shall be deemed to have been delivered when actually received by Seller, or, regardless of whether or not received, (i) on the second day after delivered, postage prepaid to a nationally recognized overnight courier (such as Federal Express and AirBorne), or (ii) on the third day after having been deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid, and, in either case, addressed to Seller at the address indicated below. The Deposit shall be applied to the purchase price of the property at closing. The term of this option may be amended by mutual agreement of both parties.

The undersigned Seller signatories are successors in title to Margaret Amini, Individually and as Independent Executor of the Estate of K. K. Amini, Deceased.

SELLER:

Date: 10/11/05

(b) (6)  
Michael Amini, Trustee of the  
Michael Amini Trust of 2005 dated  
May 31, 2005

Date: 10/11/05

(b) (6)  
Rex Amini, Trustee of the  
Rex M. Amini Trust of 2005 dated  
May 31, 2005

INITIALS

Gov't	Lessor
(b) (6)	

FROM :

FAX NO. : 5128910504

Oct. 12 2005 11:51AM P3

OCT-12-2005 WED 11:41 AM SAGE ENERGY

FAX NO. 2104041301

P. 03

Date: 10-12/05

(b) (6)

Susan A. Minor, Trustee of the  
Susan A. Minor Trust of 2005 dated  
May 31, 2005

Date: 10/12/05

(b) (6)

Ron Amini, Trustee of the  
Ron Amini Trust of 2005 dated  
May 31, 2005

GOVERNMENT/BUYER:

UNITED STATES OF AMERICA  
GENERAL SERVICES  
ADMINISTRATION

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
*Printed Name of Officer*

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(b) (6)	

## ADDENDUM TO ASSIGNABLE OPTION TO PURCHASE AGREEMENT

The assignable option to purchase agreement signed by Margaret Amini, Individually and as Independent Executrix of the Estate of K. K. Amini, Deceased, Seller, and United States of America, General Services Administration, Government/Buyer, on October 18, 2004 is hereby amended:

Paragraph 2. **TERM** is hereby amended to recite:

2.01. "Term of Option." This option shall commence as of the date of execution of this contract and continue in effect until midnight (Central Standard Time), January 18, 2006 (the "Expiration of Option") and may be exercised by the Government or its assigns at any time before the Expiration of the Option by delivering to Seller the non-refundable cash sum of Twenty Thousand Dollars (\$20,000.00, said \$20,000.00 is herein called the "Deposit") together with written notice addressed to Seller stating that the Government (or its assigns) is exercising the option to purchase as herein granted, such notice shall be deemed to have been delivered when actually received by Seller, or, regardless of whether or not received, (i) on the second day after delivered, postage prepaid to a nationally recognized overnight courier (such as Federal Express and AirBorne), or (ii) on the third day after having been deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid, and, in either case, addressed to Seller at the address indicated below. The Deposit shall be applied to the purchase price of the property at closing. The term of this option may be amended by mutual agreement of both parties.

The undersigned Seller signatories are successors in title to Margaret Amini, Individually and as Independent Executor of the Estate of K. K. Amini, Deceased.

SELLER:

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Amini, Trustee of the  
Michael Amini Trust of 2005 dated  
May 31, 2005

Date: \_\_\_\_\_

\_\_\_\_\_  
Rex Amini, Trustee of the  
Rex M. Amini Trust of 2005 dated  
May 31, 2005

INITIALS

Gov't	Lesser
(b) (6)	

Date: \_\_\_\_\_

\_\_\_\_\_  
Susan A. Minor, Trustee of the  
Susan A. Minor Trust of 2005 dated  
May 31, 2005

Date: \_\_\_\_\_

\_\_\_\_\_  
Ron Amini, Trustee of the  
Ron Amini Trust of 2005 dated  
May 31, 2005

GOVERNMENT/BUYER:

UNITED STATES OF AMERICA  
GENERAL SERVICES  
ADMINISTRATION

Date: 10-11-05

B

(b) (6)  
Contracting Officer

(b) (6)  
Printed Name of Officer

INITIALS

Gov't	Lessor
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(b) (6)



TX030003 MOD 5 REVISED 03/04/05 TX3

\*\*\*\*\* THIS WAGE DETERMINATION WAS REPLACED ON 03/04/05\*\*\*\*\*

General Decision Number: TX030003 12/24/2004

Superseded General Decision Number: TX020003

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). (Use current heavy & highway general wage determination for Paving & Utilities Incidental to Building Construction).

Modification Number	Publication Date
0	06/13/2003
1	02/13/2004
2	05/14/2004
3	05/28/2004
4	10/08/2004
5	12/24/2004

ASBE0087-001 07/01/2003

Rates

Fringes

Asbestos/Insulator Worker

(b) (6)

(Includes application of all  
insulating materials,  
protective coverings,  
coatings, and finishings to  
all types of mechanical  
systems.).....\$ 19.08

6.46

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\* BRTX0001-004 07/01/2004

Rates

Fringes

Bricklayer.....\$ 18.00

5.50

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ELEC0060-001 12/02/2002

Rates

Fringes

Cable splicer.....\$ 20.30

2.95+12%

Electrician (Including  
pulling and installing cable  
through conduit for low  
voltage).....\$ 20.05

2.95+12%

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ELEV0081-001 08/11/2001

Rates

Fringes

Elevator Constructor

MECHANIC.....\$ 22.365

7.455+A

(b) (6)

FOOTNOTE; A = UNDER 5 YEARS EMPLOYMENT, 6% BHR; OVER 5 YEARS  
 EMPLOYMENT, 8% BHR. PAID HOLIDAYS : New Year's Day,  
 Memorial Day, Independence Day, Labor Day, Thanksgiving  
 Day, Friday after Thanksgiving Day and Christmas Day.

ENGI0450-001 04/01/1994

	Rates	Fringes
Power equipment operators:		
Cranes.....	\$ 12.95	3.30

IRON0066-001 01/01/2003

	Rates	Fringes
Ironworker (Excluding metal building erectors)		
Structural.....	\$ 16.10	4.65

MARB0002-001 05/01/2000

	Rates	Fringes
Tile Setter.....	\$ 13.79	3.09

PLUM0142-001 07/01/2004

	Rates	Fringes
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(b) (6)

## Plumbers and Pipefitters

(Including HVAC WORK).....\$ 25.39 7.72

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SFTX0669-001 04/01/2004

Rates Fringes

Sprinkler Fitter.....\$ 26.42 6.65

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SHHE0067-001 04/01/2004

Rates Fringes

Sheet metal worker (Including  
HVAC Duct Work).....\$ 22.10 8.59

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SUTX1988-002 11/01/1988

Rates Fringes

Acoustical Ceiling Installer...\$ 12.26  
Carpenter (Excluding  
Acoustical Ceiling Installer  
& Drywall Hanger).....\$ 10.64  
Cement Mason.....\$ 11.46  
Drywall Hanger.....\$ 11.88  
Glazier.....\$ 10.78 1.40  
Ironworker (Excluding Metal  
Building Assemblers)  
Reinforcing.....\$ 10.19 3.57

(b) (6)

## Laborers:

Mason Tenders.....	\$ 8.36	1.78
Mortar Mixers.....	\$ 8.99	
PLASTERER'S TENDERS.....	\$ 8.68	
Unskilled.....	\$ 7.06	
Lather.....	\$ 15.25	
Painter (Excluding Tapers/Finishers).....	\$ 8.01	
Plasterer.....	\$ 15.25	
Power equipment operators:		
Front End Loader.....	\$ 7.36	
Roofers:		
Kettlemen.....	\$ 8.85	
Roofers.....	\$ 8.14	
Waterproofers.....	\$ 6.88	
Sheet Metal Worker		
Other Work.....	\$ 11.62	
Taper/Finisher.....	\$ 7.99	
Truck Driver.....	\$ 7.10	

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

(b) (6)

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

(b) (6)



process described here, initial contact should be with the  
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an  
interested party (those affected by the action) can request  
review and reconsideration from the Wage and Hour Administrator  
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the  
interested party's position and by any information (wage  
payment data, project description, area practice material,  
etc.) that the requestor considers relevant to the issue.

(b) (6)

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

(b) (6)

**UNIT COST FOR ADJUSTMENTS**

Several paragraphs in this SFO specify means for determining quantities of materials. These are Government projections to assist the Offeror in cost estimating. Actual quantities may not be determined until after the lease is awarded and the space layout completed. To enable an equitable settlement if the Government layout departs from the projection, the Offeror must list a unit cost for each of these materials. GSA will use each unit cost to make a lump sum payment or rental increase if the amount of material required by the layout is more than specified or take credit from rental if the amount is less than specified. Offerors are required to state in the offer or in an attachment the following:

	Item	Size/ Type	M.L. Harris Company
1	Cost per linear foot of wall covering corner guards		\$ (b) (4)
2	Cost per floor-mounted dedicated duplex electrical outlet		\$
3	Cost per wall-mounted dedicated duplex electrical outlet		\$
4	Cost per floor-mounted shielded double duplex electrical outlet		\$
5	Cost per wall-mounted shielded double duplex electrical outlet		\$
6	Cost per floor-mounted double duplex electrical outlet		\$
7	Cost per wall-mounted double duplex electrical outlet		\$
8	Cost per floor-mounted telephone outlet		\$
9	Cost per wall-mounted telephone outlet		\$
10	Cost per floor-mounted data outlet		\$
11	Cost per wall-mounted data outlet		\$
12	Cost per combination data/telephone outlet		\$
13	Cost per interior door, including hardware		\$
14	Cost per 4 foot, 0 inch door, including hardware		\$
15	Cost per standard 3 foot, 0 inch Dutch door, including hardware		\$
16	Cost per 4 foot, 0 inch Dutch door, including hardware		\$
17	Cost per double interior door, 6' 0" wide, including hardware		\$
18	Cost per bullet-resistant door, UL 752, Level III, SPSA, including hardware		\$
19	Cost per laminated window (size and price)	6'0"W x	\$
20	Cost per linear foot of office subdividing ceiling high partition, painted		\$
21	Cost per linear foot of slab to slab partition, painted		\$
22	Cost per square yard of carpet		\$
23	Cost per square foot of vinyl composition tile		\$
24	Cost per linear foot of vinyl wall covering		\$
25	Cost per folding wall partition		\$

26	Cost per linear foot of wall Type 1 metal studs extending from structural floor slab to structural ceiling, gypsum board extending 3 inches above finished ceiling, and 3 1/2 inch sound attenuation blanket extending from structural floor slab to 3 inches above finished ceiling		\$
27	Cost per linear foot of wall Type 2 gypsum board extending from structural floor slab to structural ceiling slab with bullet resistant material extending from floor slab to 12 inches above suspended ceiling		\$
28	Cost per linear foot of wall Type 3 gypsum board extending from structural floor slab to structural ceiling slab with 9 gauge expanded metal mesh extending from structural floor slab to structural ceiling slab, securely anchored to the metal studs		\$
29	Cost per linear foot of wall Type 4 gypsum board extending from structural floor slab to structural ceiling slab		\$
30	Cost per linear foot of wall Type 5 gypsum board extending from structural floor slab to structural ceiling slab with 3 1/2 inch sound attenuation blanket extending from structural floor slab to structural ceiling slab		\$
31	Cost per linear foot of wall Type 6 gypsum Type X board extending from structural floor slab to structural ceiling slab with 2 layers of gypsum board on the outside and 1 layer on the inside and 3 1/2 inch sound attenuation blanket extending from structural floor slab to structural ceiling slab		\$
32	Cost per linear foot of wall Type 7 gypsum board extending from structural floor slab to structural ceiling slab with 2 layers of gypsum board on the outside and 1 layer on the inside, 9-gauge expanded metal mesh and 3 1/2 inch sound attenuation blanket extending from structural floor slab to structural ceiling slab		\$
33	Cost per linear foot of 1 inch PVC conduit with pull-string		\$
34	Cost per linear foot of 2 inch PVC conduit with pull-string		\$
35	Cost per linear foot of 3 inch PVC conduit with pull-string		\$
36	Cost per linear foot of 4 inch PVC conduit with pull-string		\$
37	Cost per linear foot of 3/4 inch EMT conduit with pull-string		\$
38	Cost per linear foot of 1 inch EMT conduit with pull-string		\$
39	Cost per linear foot of 2 inch EMT conduit with pull-string		\$
40	Cost per linear foot of 3 inch EMT conduit with pull-string		\$
41	Cost per linear foot of 4 inch EMT conduit with pull-string		\$
42	Cost per one 8-pair twisted shielded traveling cable to be provided between the elevator cab control panel and the elevator machine room. Cable shall be for FBI use only.		\$
43	Cost per 2' 0" wide x 2' 0" long parabolic lighting fixture		\$
44	Cost per 2' 0" wide x 4' 0" long parabolic lighting fixture		\$

(b) (4)

INITIALS

Gov't Lessor

(b) (6)

# LUMP SUM COSTS FOR ADJUSTMENTS

Government may choose to select the Lump Sum items identified below as being reimbursable to the Lessor by the Government, and the costs shall therefore not be amortized into the rental rate. Lump Sum Payment will be made to the Lessor for these items upon inspection and acceptance of released space by the Government. The Offeror must provide a separate detailed cost breakdown for each individual Lump Sum item. The Lessor shall provide, install, and maintain each item. The Government reserves the right to accept or reject any or all lump sum cost items before or after award.

FLOOR MATERIALS (8) (Price per Square Yard)	Size/ Type	M.L. Harris Company
Cost to provide and install one (1) square yard of carpet tile, type #1		\$ (b) (4)
Cost to provide and install one (1) square yard of upgrade carpet tile, type #2		\$
Cost to provide and install one (1) square yard of vinyl tile flooring		\$
Cost to provide and install one (1) square yard of quarry tile flooring		\$
Cost to provide and install one (1) square yard of epoxy floor sealant		\$
Cost to provide and install one (1) square foot of Raised flooring		\$
Cost to provide and install one (1) square yard of conductive vinyl tile flooring		\$
Cost to provide and install one (1) square yard of rubber floor system for Room 62A		\$
WALLS:INTERIOR: (9) (Price per Linear Foot)	Size/ Type	M.L. Harris Company
Cost to provide and install one (1) linear foot of office subdividing ceiling high partitioning type Wall A-1 Ceiling	Slab 15'0" H	\$ (b) (4)
Additional cost to provide and install one (1) linear foot of office subdividing partitioning type Wall A-2 Bullet-Resisten Partition	Slab 15'0" H	\$
Additional cost to provide and install one (1) linear foot of office subdividing partitioning type Wall A-3 Secured Storage Partition	Slab 15'0" H	\$
Additional cost to provide and install one (1) linear foot of office subdividing partitioning type Wall A-4 Slab-to-slab Partition	Slab 15'0" H	\$
Additional cost to provide and install one (1) linear foot of office subdividing partitioning type Wall A-5 Acoustically Treated Partition	Slab 15'0" H	\$
Additional cost to provide and install one (1) linear foot of office subdividing partitioning type Wall A-6 STC-45 Rated Wall	Slab 15'0" H	\$
Additional cost to provide and install one (1) linear foot of office subdividing partitioning type Wall A-7 Perimeter Wall	Slab 15'0" H	\$
Additional cost to provide and install one (1) linear foot of office subdividing partitioning type Wall E Folding Acoustical Wall	Slab 15'0" H	\$
Cost to provide and install one (1) linear foot of slab-to-slab CMU wall construction	Slab 15'0" H	\$

INITIALS

Gov't	Lessor
(b) (6)	

<b>DOORS: INTERIOR: (3)</b>	<b>Size/ Type</b>	<b>M.L. Harris Company</b>
Cost to provide and install one set glass double lobby entrance type doors and frame		\$ (b) (4)
Cost to provide and install one Bullet-resistant door, (SPSA, Level III) meeting the requirements of Room 10. Door and frame.,		\$ (b) (4)
Cost to provide and install one (1) Class 5 vault door as specified in Interim Federal Specification AA-D-00600 (GSA-FSS), and meeting the requirements Room 85.		\$ (b) (4)
<b>DOORS: INTERIOR HARDWARE : (6)</b>	<b>Size/ Type</b>	<b>M.L. Harris Company</b>
Cost to provide and install one (1) storeroom function lockset, meeting the requirements of the Door and hardware specification #3		(b) (4)
Cost to provide and install one (1) classroom function lockset, meeting the requirements of the Door and hardware specification #3		(b) (4)
Cost to provide and install one (1) privacy function lockset, meeting the requirements of the Door and hardware specification #3		(b) (4)
Cost to provide and install one (1) Von Duprin 98/99 Three-point latching device meeting the requirements of the Door and hardware specification #1		(b) (4)
Cost to provide and install one (1) Wide view-one way peephole		(b) (4)
Cost to provide and install one (1) Sargent and Greenleaf three position combination lock meeting the requirements of the Door and hardware specification #5		(b) (4)

INITIALS

Gov't	Lessor
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(b) (6)



<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT NO. 14	DATE 12.10.10
TO LEASE NO. GS-07B-15901		
ADDRESS OF PREMISES San Antonio Field Office 5740 University Heights Blvd. San Antonio, TX 78249-1835		
THIS AGREEMENT, made and entered into this date by and between San Antonio Development Company, L.P., a Texas limited partnership (Former Lessor) and USGP San Antonio, L.P., D/B/A USGP University Heights I, L.P. (Lessor)		
whose address is 1750 H. Street N.W. Suite 500 Washington, DC 20006		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 21, 2010, as follows:		
1. USGP San Antonio, L.P., D/B/A USGP University Heights I, L.P., Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-15901 as amended and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after October 18, 2010. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-15901 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease.		
2. The Government agrees to accept the furnishings of the aforesaid premises in accordance with the terms, provisions and conditions of said lease, as amended, reserving, however, all the Government's rights against Lessor and Former Lessor.		
3. USGP San Antonio, L.P., D/B/A USGP University Heights I, L.P., Lessor, waives all rights to payments under subject lease as against the Government arising prior to October 21, 2010.		
4. San Antonio Development Company, L.P., a Texas limited partnership, Former Lessor, confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with this lease after October 21, 2010.		
5. The Lessor also agrees to be added to ACH Vendor Enrollment per Debt Collection Improvement Act, which became effective July 27, 1996.		
6. Notwithstanding the foregoing, all payments heretofore made by the Government to the Former Lessors and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken.		
7. USGP San Antonio, L.P., D/B/A USGP University Heights I, L.P., Lessor, agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease to USGP San Antonio, L.P., D/B/A USGP University Heights I, L.P., Lessor.		
(Continued on Page 2 Attached Hereto and Made part of SLA No. to Lease GS-07B-15901)		
<div style="border: 1px solid black; padding: 2px; text-align: center;">           INITIAL (b) (6)         </div>		

**TO BE MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO.  
LEASE NO. GS-07B-15901**

**PAGE 2**

8. The new owner of GS-07B-15901 is required to complete the GSA Form 3518 enclosed and return it with the Supplemental Lease Agreement which will be made part of the lease.

9. PAYEE ADDRESS: USGP San Antonio, LP  
1750 H Street, Suite 500  
Washington, DC 20006-4692

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor: USGP San Antonio, L.P., D/B/A USGP University Heights I, L.P.

BY (b) (6) Managing Member  
Signature (Title)  
Lessor's Tax ID No. (b) (4)  
Dun & Brad Street Number 963414680

IN PRESENCE OF

BY: (b) (6) Director Asset Management  
Signature (Title)


Former Lessor: San Antonio Development Company, L.P., a Texas limited partnership

BY (b) (6) Manager  
Signature (Title)  
IN (b) (6)  
BY (b) (6) CORPORATION SECRETARY  
Signature (Title)

UNITED STATES OF AMERICA

BY: (b) (6) CONTRACTING OFFICER  
Signature (Official Title)  
GENERAL SERVICES ADMINISTRATION

GSA Form 276 (Jul. 67)

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT NO. 15	DATE <u>5/7/12</u>
ADDRESS OF PREMISES 5740 University Heights Boulevard San Antonio, TX 78249		TO LEASE NO. GS-07B-15901
<p>THIS AGREEMENT, made and entered into this date by and between <b>USGP San Antonio, LP</b></p> <p>Whose address is 1750 H Street N.W., Suite 500          Washington (NW), DC 20006-4692</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>upon execution</u>, as follows:</p> <p>The purpose of this Supplemental Lease Agreement (SLA) 15 is to provide for alterations to the above named lease space.</p> <ol style="list-style-type: none"> <li>1. The Lessor shall provide space alterations in consideration of a one time lump sum payment not to exceed \$28,303.23 at the San Antonio Field Office, 5740 University Heights Blvd., San Antonio, TX. Space Alterations shall be provided in accordance with scope of work attached as Exhibit A. The scope of work (Exhibit A) is hereby incorporated into the lease.</li> <li>2. Lessor hereby waives all rights to restoration pertaining to these alterations.</li> <li>3. Full execution of this agreement will serve as the Government's Notice To Proceed.</li> <li>4. Change orders must be approved by the Contracting Officer.</li> <li>5. Payment will be made upon completion of the work by the Lessor and acceptance by the Government.</li> <li>6. In order to receive payment, the Lessor should create and include a unique invoice number on the invoice submitted for payment. The invoice should have the Lessor's name and lease number cited exactly how it is stated on the lease contract. The invoice should include the PDN number <b>PS0023347</b>. Lessor should submit invoices electronically on the GSA Finance Website at <a href="http://www.finance.gsa.gov">www.finance.gsa.gov</a> (instructions for submitting invoices are found on the website). If Lessor is unable to process the invoices electronically, the Lessor may mail the invoices to the following address:          GSA Greater Southwest Finance Center          P.O. Box 17181          Fort Worth, TX 76102</li> </ol> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR USGP San Antonio, LP BY <span style="background-color: black; color: red;">(b) (6)</span> _____ (Signature)	 _____ (Title)	
IN PRESENCE OF <span style="background-color: black; color: red;">(b) (6)</span> _____ (Signature)	<u>2101 L St. NW Ste 750</u> <u>Washington, DC 20037</u> _____ (Address)	
UNITED STATES OF AMERICA BY <span style="background-color: black; color: red;">(b) (6)</span> _____ (Signature)	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 TAYLOR ST., FT. WORTH, TX 76102 _____ (Official Title)	

To: FBI- Jennifer Vela

From: Cynthia D. Hernandez, RPA  
Property Manager, Agent for USGP San Antonio, LP

Re: Proposal for below work at 5740 University Heights

Date: January 13, 2012

1<sup>st</sup> Floor Sink Installation Quote \$ (b) (4)

1. Provide floor and wall protection as needed
2. Demo cabinets and countertop, VCT and carpet. Remove door
3. Remove and pour back concrete
4. Plumbing to include sink and faucet fixtures *and drain pump.* WA
5. Cut hole in countertop for new sink and modify two (2) drawers into false drawer fronts.
6. Re-install cabinets and countertop. Caulk and touch-up paint with Owner furnished paint as necessary.
7. Install VCT to match existing as closely as possible.
8. Re-install existing carpet. Additional costs will be incurred if existing carpet cannot be reinstalled.
9. Re-install door.
10. Change existing outlet above countertop to a quad outlet.
11. Remove demolished materials from jobsite and clean up
12. Sales Tax

1<sup>st</sup> Floor Display Cases \$ (b) (4)

13. Fabricate and install a freestanding display cabinet approximately 9' wide by 7'6" tall and 1'6" deep. Cabinet will have a 12" base and three (3) equal compartments with lockable glass doors. Each compartment will have adjustable glass shelves and will come with three (3) shelves per compartment. We will install one (1) top mounted light per compartment and rope lighting behind the front edge of the cabinets. The existing wall base will be cut so that the cabinet sits flush with the wall.
14. Cabinet stain will match the wood base color as closely as possible unless another stain color is requested.
15. Demolished materials will be removed from jobsite and clean up.
16. Relocate audio visual device for fire alarm system.
17. Sales Tax

**Complete Project Total \$28,303.23, includes (b) (6) OH & Profit**





<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE  <b>LEASE AMENDMENT</b>	Lease Amendment <b>No. 17</b>	DATE <i>(signed by GSA)</i> <div style="text-align: right; font-family: cursive;">10/4/12</div>				
TO LEASE NO. <b>GS- 07B-15901</b>						
<p>ADDRESS OF PREMISES:    San Antonio Field Office             5740 University Heights Blvd.             San Antonio, TX 78249-1835</p> <p>THIS AGREEMENT made and entered into this date by and between <b>USGP San Antonio LP</b>          whose address is:            1750 H Street NW, Suite 500             Washington (NW), DC 20006-4692</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the          Government: WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that          the said Lease is amended, effective <u>upon execution</u>, as follows:</p> <p>The purpose of this Lease Amendment (LA) 17 is to provide for PC Squad and Night Duty alterations in the          above named lease space.</p> <ol style="list-style-type: none"> <li>1. The Lessor shall provide alterations in consideration of a one time lump sum payment not to exceed              \$45,261.13 at the San Antonio Field Office, 5740 University Heights Blvd., San Antonio, TX. The              alterations shall be provided in accordance with the Program of Requirements dated May 8, 2012, the              Clarifications and Changes to the POR/Scope of Work dated July 16, 2012, and revised July 18, 2012,              July 24, 2012, July 25, 2012, and August 6, 2012, along with the lessor's cost proposal attached as              Exhibit A. The cost proposal (Exhibit A) is hereby incorporated into the lease.</li> <li>2. Lessor will maintain all alterations. Lessor hereby waives all rights to restoration pertaining to these              alterations.</li> <li>3. All work will be completed within 90 days of Notice to Proceed. Work will be coordinated with Joe Cantu              at 210-472-6040.</li> </ol> <p style="text-align: center;">(continued on Page 2)</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">                 LESSOR:    <b>USGP San Antonio LP</b>  <div style="text-align: center; background-color: black; color: red; width: 150px; height: 40px; margin: 5px auto;">(b) (6)</div>                 BY _____             </td> <td style="width: 50%; vertical-align: top;">                 Witnessed for the Lessor by:  <div style="text-align: center; background-color: black; color: red; width: 150px; height: 40px; margin: 5px auto;">(b) (6)</div> <div style="text-align: center; margin-top: 10px;"> <i>(Signature and Printed Name)</i>  <div style="font-family: cursive;">2101 L St NW, Ste 750</div> <div style="font-family: cursive;">Washington, DC 20007</div> </div> <div style="text-align: center; margin-top: 5px;">                     _____  <i>Address</i> </div> </td> </tr> </table> <table style="width: 100%; border: none; margin-top: 10px;"> <tr> <td style="width: 50%; vertical-align: top;">                 UNITED STATES OF AMERICA:  <div style="text-align: center; background-color: black; color: red; width: 150px; height: 40px; margin: 5px auto;">(b) (6)</div>                 BY: _____  <div style="text-align: center; margin-top: 5px;">(Signature)</div> </td> <td style="width: 50%; vertical-align: top;">                 Contracting Officer                  General Services Administration                  819 Taylor Street                  Fort Worth, TX 76102  <div style="text-align: center; margin-top: 5px;">(Official Title)</div> </td> </tr> </table>			LESSOR: <b>USGP San Antonio LP</b> <div style="text-align: center; background-color: black; color: red; width: 150px; height: 40px; margin: 5px auto;">(b) (6)</div> BY _____	Witnessed for the Lessor by: <div style="text-align: center; background-color: black; color: red; width: 150px; height: 40px; margin: 5px auto;">(b) (6)</div> <div style="text-align: center; margin-top: 10px;"> <i>(Signature and Printed Name)</i>  <div style="font-family: cursive;">2101 L St NW, Ste 750</div> <div style="font-family: cursive;">Washington, DC 20007</div> </div> <div style="text-align: center; margin-top: 5px;">                     _____  <i>Address</i> </div>	UNITED STATES OF AMERICA: <div style="text-align: center; background-color: black; color: red; width: 150px; height: 40px; margin: 5px auto;">(b) (6)</div> BY: _____ <div style="text-align: center; margin-top: 5px;">(Signature)</div>	Contracting Officer General Services Administration 819 Taylor Street Fort Worth, TX 76102 <div style="text-align: center; margin-top: 5px;">(Official Title)</div>
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UNITED STATES OF AMERICA: <div style="text-align: center; background-color: black; color: red; width: 150px; height: 40px; margin: 5px auto;">(b) (6)</div> BY: _____ <div style="text-align: center; margin-top: 5px;">(Signature)</div>	Contracting Officer General Services Administration 819 Taylor Street Fort Worth, TX 76102 <div style="text-align: center; margin-top: 5px;">(Official Title)</div>					

Lease No. GS-07B-15901  
Lease Amendment No. 17  
Page 2 of 2

4. Full execution of this agreement will serve as the Government's Notice To Proceed. Change orders must be approved by the Contracting Officer.

5. Payment will be made upon completion of the work by the Lessor and acceptance by the Government.

6. In order to receive payment, the Lessor should create and include a unique invoice number on the invoice submitted for payment. The invoice should have the Lessor's name and lease number cited exactly how it is stated on the lease contract. The invoice should include the PDN number **PS0024717**. Lessor should submit invoices electronically on the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov) (instructions for submitting invoices are found on the website). If Lessor is unable to process the invoices electronically, the Lessor may mail the invoices to the following address:

GSA Greater Southwest Finance Center  
P.O. Box 17181  
Fort Worth, TX 76102

7. Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

(b) (6)

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# NAI REOC San Antonio

Commercial Real Estate Services, Worldwide.

tel 210 524 4000  
fax 210 524 4029  
[www.naireocsanantonio.com](http://www.naireocsanantonio.com)

1826 N Loop 1604 W  
Suite 250  
San Antonio, TX 78248-4531

To: (b) (6)  
GSA- Tracy Harter  
GSA- Joe Cantu

From: Cynthia D. Hernandez, RPA  
Property Manager, Agent for USGP San Antonio, LP

Re: Proposal for below work at 5740 University Heights

Date: August 7, 2012

Improvements to the FBI Building per the POR dated May 8, 2012 and Clarifications and Changes to the POR/ Scope of Work latest Revision dated August 6, 2012

## Night Duty Area

1. Demo drywall, door/frame, window and acoustical ceiling as required for new layout
2. Patch drywall.
3. Patch acoustical ceiling.
4. Paint touch up.
5. Patch vinyl wall covering.
6. Patch carpet with Lessor furnished carpet
7. Patch rubber cove base with Lessor provided cove base.
8. Modify fire alarm and fire sprinkler systems as required for new layout
9. Relocate one (1) thermostat and adjust HVAC system as required for new layout.
10. Tie two (2) parabolic lights into existing switch, demo one (1) light switch, relocate one (1) volume control switch, demo outlets and motion sensor.
11. Install new electrical as required.
12. Remove demolished materials from jobsite and clean up.
13. All work to be performed during normal business hours.
14. Sales Tax

## PC Squad Area

1. Install new drywall as required for new layout
2. Install insulation in new walls.
3. Install three (3) new doors, frames and hardware.
4. Tape, float, texture, prime and paint new drywall.
5. Install rubber cove base on new wall.
6. Modify fire alarm and fire sprinkler systems as required for new layout.
7. Modify and balance HVAC system as required for new layout.

Lease No. GS-07B-15901  
LA 17, Exhibit A  
Page 1 of 2

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FBI Proposal for renovations to Night Duty and PC Squad Areas

Page 2

August 7, 2012

8. Modify existing and install new electrical as required for new layout.
9. Remove demolished materials from jobsite.
10. All work to be performed during normal business hours.
11. Sales Tax

Complete Project Total \$45,261.13, includes (b) OH & Profit  
(4)

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GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 18

TO LEASE NO. GS-07B-15901

ADDRESS OF PREMISES: San Antonio Field Office  
5740 University Heights Blvd.  
San Antonio, TX 78249-1835

THIS AGREEMENT, made and entered into this date by and between **USGP SAN ANTONIO LP**

whose address is 2101 L Street NW, Ste. 750  
Washington, DC 20037-1659

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective upon execution by the Government, as follows:

The purpose of this Lease Amendment (LA) 18 is to provide for alterations in the above named lease space.

1. The Lessor shall provide alterations in consideration of a one time lump sum payment not to exceed \$30,465.83 at San Antonio Field Office, 5740 University Heights Blvd., San Antonio, TX. The alterations shall be provided in accordance with scope of work attached as Exhibit A and lessor's cost proposal attached as Exhibit B. The scope of work (Exhibit A) and the cost proposal (Exhibit B) are hereby incorporated into the lease.
2. Lessor will maintain all alterations. Lessor hereby waives all rights to restoration pertaining to these alterations.
3. All work will be completed within 90 days of Notice to Proceed. Work will be coordinated with Joe Cantu at 210-306-2937.

(Continued on next page)

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)

Name: Andrew G. Polliam

Title: COO of its general partner

Entity Name: USGP SAN ANTONIO L.P.

Date: 6/5/14

FOR THE GOVERNMENT:

Signature: (b) (6)

Name: Tracy A. Harter

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 6/6/14

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)

Name: Kent Barlett

Title: Director

Date: 6/5/14

**Amendment No. 18 to Lease GS-07B-15901**  
**Page 2 of 2**

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4. Full execution of this agreement will serve as the Government's Notice To Proceed. Change orders must be approved by the Contracting Officer.
5. Payment will be made upon completion of the work by the Lessor and acceptance by the Government.
6. In order to receive payment, the Lessor should create and include a unique invoice number on the invoice submitted for payment. The invoice should have the Lessor's name and lease number cited exactly how it is stated on the lease contract. The invoice should include the PDN number **PS0029099**. Lessor should submit invoices electronically on the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov) (instructions for submitting invoices are found on the website). If Lessor is unable to process the invoices electronically, the Lessor may mail the invoices to the following address:  
GSA Greater Southwest Finance Center  
P.O. Box 17181  
Fort Worth, TX 76102
7. Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

Lessor

(b) (6)

Lease Amendment Form 07/12



STATEMENT OF WORK  
FOR  
REMODELING AND FLOOR WORK  
FBI BUILDING  
University Heights  
SAN ANTONIO, TX

**1.0 PROJECT OVERVIEW**

This task order is for interior work in the FBI Building, located at University Heights, San Antonio TX 78206. The project will require interior remodeling and some concrete floor work, to include electrical, plumbing and finish work.

**2.0 GENERAL INFORMATION**

Specific work items are listed below.

1. New Plumbing work
2. New Electrical work
3. Installation of New GFI plugs
4. R & R ceiling to allow for plumbing work
5. Install new cove base
6. Work to be done on normal working hours
7. Add new lighting with switch
8. Add new cabinets for all areas
9. Hall trash and debris
10. All electrical and plumbing work must be done according to code standards.
11. Concrete floor work
12. Paint area after repairs
13. Chip and drain sloping
14. Keep Areas clean

**3.0 WORK IN OCCUPIED SPACE**

The Contractor is required to work in a space that is currently occupied. It will be necessary to work around the existing furniture in the office. If the furniture needs to be relocated, the contractor will be responsible for moving it. When the

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Lease No. GS-07B-15901  
LA 18, Exhibit A  
Page 1 of 7

work is completed the contractor will be responsible for arranging the furniture in the new configuration, at the direction of the occupant.

#### **4.0 DELIVERY AND STORAGE**

Materials delivered to the site shall be inspected for damage, unloaded, and stored in the designated space provided by the Government. At the time of inspection, materials that are determined to be damaged, defective, or otherwise fail to meet specification requirements shall be removed from the job site and replaced, at no additional cost to the Government.

#### **5.0 CLEAN-UP**

Clean-up shall be performed on a continuous basis, without allowing trash or construction debris to pile up in the work site or any other location inside the building. On-site dumpsters may be used for disposal of trash and construction debris. The contractor shall leave the work site in "broom-clean" condition at the end of each work day.

If the contractor fails to comply with the requirements specified in this paragraph, the Government shall direct the cleaning contractor to clean the public area, and all associated costs will be deducted from the price of the task order.

Upon completion of the project, all trash, discarded material, or other refuse shall be collected and removed from the site and disposed of as approved by the COTR.

#### **6.0 SPECIAL REQUIREMENTS**

All work shall conform to the contract specifications and the best practices of the trades involved in the work. All materials used in the work shall be free of defects in workmanship or finish, and shall be installed in accordance with the manufacturer's specifications.

#### **7.0 SUBMITTAL DATA**

The contractor shall provide any necessary submittals in accordance with the base IDIQ contract and/or this Statement of work, prior to ordering materials.

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The contractor shall submit a proposed construction schedule for all phases of work. The schedule is subject to review and approval by the Government.

#### 8.0 PERIOD OF PERFORMANCE

The period of performance shall begin upon issuance of the Notice to Proceed (NTP) from the GSA Contracting Officer. The contractor shall order all necessary materials within 2 days upon review and approval of any required submittals, and shall begin the work within 2 Days. All work and shall be completed within 15 calendar days of issuance of the NTP:

In the event that the contractor feels the work cannot be completed by the scheduled date, a written justification shall be submitted to the Contracting Officer as soon practicable, but no later than ~~2~~ <sup>90</sup> days prior to the scheduled completion date. The Contracting Officer shall make a final determination whether a time extension shall be granted. *90 days*

#### 9.0 PERFORMANCE HOURS OF PERFORMANCE

The contractor shall be required to work during normal Government business hours. For the purpose of this task order, these hours are defined as 8:00 AM CST through 5:00 PM CST.

The Contractor shall not be required to work on Government holidays. The following are Government holidays:

- New Year's Day
- Martin Luther King, Jr's Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Work may not disrupt normal business operations. The occupant of the work space may be present during the time that contractors are working in the space, and every effort shall be made by the contractor to complete the work without

INITIALS

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any undue disruption to the occupant. The Contractor shall notify the Project Manager for prior coordination if it is necessary for the occupant to temporarily vacate the work space while certain demolition or construction activity is being performed.

#### **10.0 PRECONSTRUCTION CONFERENCE**

The contractor shall attend and participate in a Preconstruction Conference prior to starting the work. All work shall be coordinated and scheduled with the GSA Project Manager and/or Property Manager. The construction schedule, means of access to the work site, delivery of materials, safety precautions, security clearances, cleanup practices and other topics will be discussed and agreed to at this conference.

#### **11.0 WORKMANSHIP**

Any damage caused by the contractor, to the building or any of its contents or to any tenant's property, shall be the sole responsibility of the contractor.

Work remaining in place which is damaged or defaced by reason of work done with this contract shall be restored to its original condition at the time of the award of this task order.

**QUALITY ASSURANCE:** All contractor personnel must possess the appropriate technical skills, including journeyman licenses or trade certifications, as necessary to perform the work being accomplished.

#### **12.0 SAFETY AND HEALTH**

The contractor is responsible for compliance with all applicable regulations pertaining to the health and safety of building occupants and contractor personnel during the execution of the work.

The contractor shall provide all necessary safety equipment and ensure that such equipment and related safety procedures are adequate for the work being performed, and that all contractor personnel are properly trained in the use of such safety equipment.

INITIALS

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### 13.0 SECURITY

The contractor shall be responsible for the security of the work-site. The contractor shall coordinate the continued use of the work space by the occupant, and shall provide adequate safety measures such as warning signs, barriers, dust protection, or other measures as required to secure the site and protect building occupants from any hazards associated with the work.

The contractor is responsible for completing all the necessary paperwork to obtain security clearances for contractor personnel who will work on the project. Workers without completed security clearances will not be permitted on the work site.

### 14.0 ADDITIONAL REQUIREMENTS

The contractor shall notify the GSA Project Manager and/or Property Manager of any conditions that prevent the satisfactory completion of the work, such as:

1. Incorrect parts or materials.
2. The presence of hazardous material.
3. Other safety or procedural issues that might prevent or delay the completion of the work.

The contractor must receive written approval from the GSA Contracting Officer, prior to continuation of the work, when any of the above conditions have been found.

### 15.0 INSPECTION AND ACCEPTANCE

The Government will review and comment on all deliverables within 10 working days of receipt. Acceptance or rejection of deliverables shall be made by the Contracting Officer's Technical Representative (COTR), giving the specific reason(s) for the rejection. The Contractor shall correct the rejected deliverable and return it on the date specified to the Contracting Officer's Technical Representative (COTR).

Upon completion of the work, and as required during the performance of the project, the Government shall inspect and verify that the work is performed in accordance with the base IDIQ contract and this Statement of Work. Acceptance or rejection of all work shall be made by the Project Manager, giving the specific reason(s) for the rejection. All work found to be unacceptable shall be removed, replaced, and reinstalled, at the contractor's expense. The Contractor shall

INITIALS

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correct the unacceptable work by the date specified and notify the Project Manager of its completion.

Final payment will not be made until all defects and omissions have been corrected and the GSA Project Manager and/or Property Manager have inspected and accepted the work and filed Form 220, Inspection Report with the Contracting Officer.

#### 16.0 CONTRACTUAL RELATIONSHIPS

**Contracting Officer** - Only the Contracting Officer (CO) has the legal authority to bind the Government, approve payments, or make changes to the task order by executing written modifications.

**Project Manager** - Services ordered by the Contracting Officer (CO) will be coordinated through a designated Project Manager (PM). The Contractor shall coordinate all efforts through and direct all inquiries to the CO or PM. The Contractor shall not accept any direction from building occupants or from building management.

**Government Oversight** - Oversight, reviews and approvals performed by the Government in connection with the services provided by the Contractor will be performed from the standpoint of the regulatory responsibilities of the Government, and not from the standpoint of providing managerial, or technical reviews to support the Contractor's efforts. The Government reviews will be general in nature. The Government will insist on high quality professional performance by the Contractor and Contractor personnel under this contract.

#### GOVERNMENT CONTACTS

GSA Contracting Officer  
Tracy Harter  
General Services Administration  
727 E. Cesar E. Chavez Blvd., Room B-602  
San Antonio, TX 78206  
Phone: 210-306-2938  
Fax: 210-472-4045

INITIALS

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GSA Property Manager  
Patricia Ortiz  
General Services Administration  
727 E. Cesar E. Chavez., Room B-602  
San Antonio, TX 78206  
Phone: 210-306-2942  
Fax: 210-472-4045

GSA Project Manager  
Joe Cantu  
General Services Administration  
727 E. Cesar E. Chavez Blvd., Room B-602  
San Antonio, TX 78206  
Phone: 210-306-2937  
Fax: 210-472-4045

INITIALS

(b) (6)  
LEADER COUNCIL

# FBI EVIDENCE ROOMS BID BREAKDOWN

Demolition  
     Drywall  
     Acoustical  
     Doors/frames  
     Drop boxes  
     VWC & Cove Base  
 Roof Patch  
 Drywall  
     14' wall to deck  
     Plywood  
 Acoustical  
 Insulation  
 Joint sealants  
 Doors/Fr/Hw  
 Finish Carpentry  
     Install drop boxes (3)  
 Painting  
     T/F/Txt  
     Paint  
     VWC Materials  
     VWC Sub  
 Flooring  
 Specialties  
     Drop boxes (3)  
 HVAC  
 Electrical  
 General Conditions  
     Supervision  
     Dumpster  
     Cleaning  
     Mileage  
 Subtotal  
 Overhead & Profit  
 Subtotal  
 Sales Tax  
 Total  
 REOC Supervision & CM Fees

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\$ 30,465.89

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